

No. 17332

**UNITED STATES OF AMERICA
and
CHILE**

Exchange of notes constituting an agreement relating to the development of weather stations (with memorandum of arrangement). Santiago, 23 February, 2 June and 7 September 1977

Authentic texts: English and Spanish.

Registered by the United States of America on 24 November 1978.

**ÉTATS-UNIS D'AMÉRIQUE
et
CHILI**

Échange de notes constituant un accord relatif à la création de stations météorologiques (avec mémorandum d'application). Santiago, 23 février, 2 juin et 7 septembre 1977

Textes authentiques : anglais et espagnol.

Enregistré par les États-Unis d'Amérique le 24 novembre 1978.

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

I

EMBASSY OF THE UNITED STATES OF AMERICA
SANTIAGO, CHILE

February 23, 1977

No. 11

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 Chile which is being continued by the Government of Chile under a World Meteorological Organization program. The upper air facilities included in this program are part of the continuing program of the Government of Chile for the expansion and development of meteorological services in Chile and provide for the continuation of the rawinsonde stations at Antofagasta, Quintero and Puerto Montt.

The most recent bilateral meteorological program² between our countries was terminated by mutual agreement during the latter part of 1975, at which time it was agreed by the two cooperating agencies that a new bilateral agreement should be prepared taking into account present conditions.

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, where global data are collected and resultant processed products are disseminated 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 meteorological facilities.

If the Government of Chile 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 stations, I have the honor to propose a program for cooperation between our two Governments to be known as the "Republic of Chile-United States of America Cooperative Meteorological Observation Program", on the following terms:

1. *Purpose.* The purpose of the program shall be the facilitation of the operation and maintenance of rawinsonde stations at Antofagasta, Quintero, Puerto Montt, Punta Arenas and Isla

¹ Came into force on 15 February 1978, the date by which both Governments had informed each other of the completion of the pertinent legal formalities, with retroactive effect from 1 January 1977, in accordance with the provisions of the said notes.

² United Nations, *Treaty Series*, vol. 283, p. 127.

de Pascua, Chile, and the international dissemination of reports of the observations from these stations, 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 Chile, the Dirección General de Aeronáutica Civil of the Ministerio de Defensa Nacional, hereinafter referred to as the Chilean 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 Chilean 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 Chilean Cooperating Agency shall be paid by the Government of Chile.

5. *Exemption from duties and taxes.* All supplies and equipment furnished by the United States Cooperating Agency and imported into Chile 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 annexed to the International Telecommunications Convention.¹

7. *Appropriation of funds.* To the extent that the carrying out of any provisions of this agreement will depend on funds appropriated by the legislative bodies of the respective Governments, 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, 1977, 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 Chile, 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 [into] 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.

[Signed]
DAVID H. POPPER
Ambassador

His Excellency Vice Admiral Patricio Carvajal P.
Minister of Foreign Relations
Santiago

¹ United Nations, *Treaty Series*, vol. 193, p. 188.

Aprovecho esta oportunidad para reiterar a Vuestra Señoría las seguridades de mi más distinguida consideración.

[Signed]

PATRICIO CARVAJAL PRADO
Ministro de Relaciones Exteriores

Al Honorable Señor Thomas Boyatt
Encargado de Negocios a.i.
de los Estados Unidos de América
Presente

[TRANSLATION¹—TRADUCTION²]

REPUBLIC OF CHILE
MINISTRY OF FOREIGN RELATIONS
SANTIAGO

June 2, 1977

No. 08052

Sir:

I have the honor to acknowledge receipt of note No. 11 of February 23, 1977, in which the Embassy of the United States of America proposes a Memorandum of Arrangement between the Governments of Chile and of the United States of America concerning the operation of meteorological observation stations. The note states the following:

[See note I]

This note and the corresponding one from the Embassy of the United States of America shall constitute an agreement between the two Governments which shall enter into force with effect as from January 1, 1977, as soon as both Governments have informed each other that the pertinent legal formalities have been completed in their respective countries.

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

[Signed]

PATRICIO CARVAJAL PRADO
Minister of Foreign Relations

The Honorable Thomas Boyatt
Chargé d'affaires *ad interim*
of the United States of America
Santiago

III

No. 44

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Relations of the Republic of Chile and has the honor to refer to Note 08052 of June 2, 1977, in which the Government of Chile agrees to a Memorandum of Arrangement between the Governments of Chile and of the United States of America concerning the operation of meteorological observation stations. The Government of the United States of America accepts the terms in this Note for entry into force of the Memorandum of Arrangement.

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

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

Pertinent legal formalities pertaining to this Memorandum of Arrangement have been completed in the United States of America. The Government of the United States would appreciate being informed when the Government of Chile has completed its legal formalities for the entry into force of the Memorandum of Arrangement.

The Embassy of the United States avails itself of this opportunity to renew to the Ministry of Foreign Relations the assurances of its highest and most distinguished consideration.

Embassy of the United States of America

Santiago, September 7, 1977

MEMORANDUM OF ARRANGEMENT

The National Oceanic and Atmospheric Administration, Department of Commerce, hereinafter referred to as the United States Cooperating Agency, and the Dirección General de Aeronáutica Civil of the Ministerio de Defensa Nacional, hereinafter referred to as the Chilean Cooperating Agency,

Noting that the agreement, effected by an exchange of notes at Santiago, Chile, on February 23, 1977, between the Government of the United States of America and the Government of the Republic of Chile, in regard to the operation of weather observing stations, provides that further details of the program shall be embodied in a Memorandum of Arrangement between the Cooperating Agencies,

Have agreed as follows:

1. *Name of the undertaking.* The program to which this Memorandum of Arrangement refers shall be known as the "Republic of Chile-United States of America Cooperative Meteorological Observation Program."

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

- (a) Provide and bear the cost of providing and transporting to the designated agency of the Republic of Chile in the United States all quantities of the following items of equipment and supplies required for the operation and maintenance of the upper air observation stations at Antofagasta, Quintero, Puerto Montt, Punta Arenas, and Isla de Pascua, Chile, for the program specified in 3 (b) below:
 - (1) Radiosonde transmitters with thermistors and hygristors;
 - (2) Batteries;
 - (3) Balloons;
 - (4) Caustic soda for the generation of hydrogen;
 - (5) Aluminum chips for the generation of hydrogen;
 - (6) Train regulators;
 - (7) Lighting units;
 - (8) Chart paper;
 - (9) Miscellaneous supplies;
 - (10) Spare parts for the rawinsonde equipment and adjuncts thereto;
- (b) Hold itself available for consultation by the Chilean Cooperating Agency, as considered necessary by the latter Agency, in regard to technical matters related to the cooperative program;
- (c) Provide such other services in connection with the cooperative program as may be agreed between the two Cooperating Agencies.

3. *Specific undertakings on the part of the Chilean Cooperating Agency.* The Chilean Cooperating Agency shall:

- (a) Maintain in operation rawinsonde observation stations at Antofagasta, Quintero, Puerto Montt, Punta Arenas, and Isla de Pascua;
- (b) Arrange for two rawinsonde observations to be taken at Antofagasta and Quintero at 0000 and 1200 GMT daily, including Sundays and holidays; one rawinsonde observation at Puerto Montt at 1200 GMT daily, including Sundays and holidays; one rawinsonde observation at Punta Arenas at 1200 GMT, five days per week; and one rawinsonde observation at Isla de Pascua at 1200 GMT, four days per week; and for reports of the observations to be made and disseminated internationally, these observations and reports to be made in accordance with the practices and procedures recommended for international exchange;
- (c) Provide and bear the cost of providing all personnel, buildings, utilities, services and equipment, other than that specified in 2(a) above, which are required for the operation of the program specified in 3(a) and 3(b) above;
- (d) Make provisions for and pay all costs of transportation of any equipment and supplies provided by the United States Cooperating Agency under the provisions of 2(a) above, from the United States to Chile;
- (e) Pay, between January 1, 1977, and March 31, 1977, a sum, to be agreed by correspondence between the two Cooperating Agencies, for service to be rendered during 1977; during the first trimester of each succeeding year of the agreement [Chilean Cooperating Agency] shall pay to the United States Cooperating Agency a sum to be agreed upon through exchange of letters between the United States Cooperating Agency and the Chilean Cooperating Agency.

4. *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.

5. *Term.* This Memorandum of Arrangement shall enter into force with effect as from 1 January 1977, and shall be coterminous with the related agreement effected by exchange of notes between the Government of the United States and the Republic of Chile.

IN WITNESS WHEREOF the undersigned, being duly authorized thereto, have executed this Memorandum of Arrangement at Santiago, Chile, this 23rd day of February and at this day of 1977.*

For the United States
Cooperating Agency:
[Signed—Signé]¹

For the Chilean
Cooperating Agency:
[Signed—Signé]²

* Signed for Chile on June 2, 1977.

¹ Signed by David H. Popper—Signé par David H. Popper.

² Signed by Patricio Carvajal Prado—Signé par Patricio Carvajal Prado.