

No. 17752

**UNITED STATES OF AMERICA
and
IRAN**

Agreement relating to meteorological co-operation (with annexes). Signed at Tehran on 26 November 1977

Authentic text: English.

Registered by the United States of America on 17 April 1979.

**ÉTATS-UNIS D'AMÉRIQUE
et
IRAN**

Accord relatif à la coopération météorologique (avec annexes). Signé à Téhéran le 26 novembre 1977

Texte authentique: anglais.

Enregistré par les États-Unis d'Amérique le 17 avril 1979.

COOPERATIVE AGREEMENT¹ BETWEEN THE UNITED STATES DEPARTMENT OF COMMERCE, NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION, AND THE IMPERIAL IRANIAN MINISTRY OF WAR

The National Oceanic and Atmospheric Administration of the United States Department of Commerce, and the Imperial Ministry of War, pursuant to the provisions of the United States–Iran Technical Cooperation Agreement of March 4, 1975,² have agreed as follows:

1. *Name of program.* The cooperative program to which this Cooperative Agreement refers shall be known as the “Iranian Integrated Meteorological System.”

2. *Purpose.* The purpose of this Agreement shall be the establishment of technical cooperation between the Imperial Government of Iran and the Government of the United States of America for the planning and implementation of a program to improve and modernize the Iranian Meteorological Service, in accordance with Annex 1.

3. *Cooperating agencies.* The cooperating agencies shall be:

- (a) For the Imperial Government of Iran (IGOI), the Imperial Ministry of War (IMOW); and
- (b) For the Government of the United States (USG), the National Oceanic and Atmospheric Administration (NOAA) of the Department of Commerce.

4. *Expenditures.* All expenditures incident to the obligations assumed by NOAA for the first year of this program are listed in Annex 2 of this Agreement and shall be paid for by IGOI. Cost for future years will be itemized in additional Annexes to this Agreement.

5. *Importation of material, equipment, supplies and goods.* The IGOI shall take all necessary steps to facilitate and expedite the importation into Iran of all materials, equipment, supplies and goods for use in the program.

6. *Conduct of NOAA personnel in Iran.* (a) Publication and issuance and/or distribution of any information regarding this Agreement and its Annexes (classified or unclassified) in any form requires prior written approval of the IMOW. NOAA agrees to include this provision in any subcontract awarded as a result of this Agreement.

(b) NOAA will forward to the IMOW USG security clearances for handling of classified documents of NOAA personnel.

(c) NOAA personnel will comply with all security regulations of the IGOI. The IGOI is entitled to supervise correct compliance of said regulations.

(d) NOAA will obtain any necessary licenses for the export, utilization, and provision of equipment and technical data required for the performance of the project described in this Agreement.

¹ Came into force on 26 November 1977 by signature, in accordance with paragraph 18.

² United Nations, *Treaty Series*, vol. 1041, p. 115.

(e) No personnel of the IGOI involved in this project at any stage may be employed by NOAA during the duration of the Agreement.

(f) NOAA will appoint and introduce to the IGOI a project manager who will deal directly with the IMOW, the Iranian Meteorological Organization, and the Communications and Electronics Organization.

(g) NOAA guarantees the validity of technical documents that provide for the performance of projects under this Agreement and assumes all relating responsibility.

(h) NOAA is responsible for the behavior of its personnel during the duration of this Agreement. The IMOW may request of NOAA that any member of its personnel return to the United States or be replaced at any time during the duration of this Agreement. NOAA personnel in Iran will work full time only for projects described in the Annexes of this Agreement.

(i) NOAA will deliver biographic and personnel data on its personnel working in Iran to the IMOW one month prior to their commencing work in Iran on projects described in the Annexes to this Agreement. The IMOW reserves the right to accept or refuse any NOAA personnel assigned to Iran.

(j) Advisors and services supplied under the terms of this Agreement will be furnished from within the USG. Where individuals are utilized from other USG agencies or military departments each will be responsible to NOAA for his performance.

7. *Nonintervention in political affairs.* (a) NOAA personnel will not interfere in the political affairs of Iran by any means.

(b) Should such interference occur and be proved NOAA will remove that person from projects described in the Annexes to this Agreement and replace him with someone having the same qualifications.

8. *Assignment of contracts to other parties.* (a) NOAA under no circumstances has the right to transfer the execution of this Agreement and its Annexes wholly or partly to a third party without the written permission of the IMOW. NOAA is responsible for the behavior of third parties contracted to fulfill requirements of projects described in the Annexes to this Agreement.

(b) Changes to either the Technical or Financial Annexes to this Agreement require approval of the IMOW.

9. *Provision against use of agents.* NOAA may not give any gift, commission, rebate or fee to any person directly or indirectly, inside or outside of Iran, for work which he undertakes in fulfillment of projects described in the Annexes to this Agreement by himself or through NOAA or the Department of Commerce for the purpose of obtaining contract privilege or improper influence for work or any other purpose. Moreover, NOAA personnel may not receive gifts or money as a commission or rebate, etc., on materials or services procured on behalf of the IGOI.

10. *Status of NOAA personnel in Iran.* (a) Status of NOAA personnel who will be permanently resident in Iran in compliance with the programs described in the Annexes to this Agreement after the planning phase will be negotiated and described in a future Annex to this Agreement.

(b) The movement of household effects of NOAA personnel permanently assigned to Iran in fulfillment of programs described in the Annexes to this Agreement will be consistent with standard USG regulations governing the shipment of household effects.

11. *Exemptions from duties and taxes.* (a) Should taxes or duties be levied against any items imported under the provisions of this Agreement for fulfillment of the programs described in the Annexes thereof, the IMOW will accept liability for those duties and taxes.

(b) No fees, taxes, or other similar charges shall be levied in connection with the use in Iran of any items imported for completion of programs described in the Annexes to this Agreement.

(c) Importation of all materiel which must be released from the Customs of the IGOI by the IMOW needs prior approval. In addition, importation of all communications and electronics equipment needs prior approval of the IMOW. To facilitate the importation of materiel NOAA will not purchase or procure any equipment for importation into Iran without prior approval of the IGOI.

(d) Any USG official or employee, including military employees from other USG agencies, who is in Iran in connection with this program and who is not a national of Iran shall be exempt from payment of any taxes or other charges which might be otherwise imposed solely by virtue of his residence in Iran and from a requirement to possess and/or apply for a work permit.

(e) Any USG official or employee, and the wife and minor children of such persons, shall be exempt from payment of all Iranian taxes including but not limited to income taxes (except in respect to income derived from sources in Iran) or any tax on ownership or use of property situated outside of Iran.

(f) Should the IGOI levy taxes on the incomes, salaries, and allowances of NOAA personnel or any aspect of this cooperative project, for which tax exemptions are guaranteed in the above paragraphs, the IMOW will accept liability for the payment of those taxes.

12. *Liability and claims.* Claims arising out of activities under this Agreement of personnel of NOAA, Department of Commerce, and the USG will be settled through negotiation with IGOI, IMOW, and the Communications and Electronics Organization. In the event of such claims both parties shall appoint a representative to negotiate on their behalf.

13. *Program to be carried out by National Oceanic and Atmospheric Administration.* Under the terms and conditions stated in this Cooperative Agreement and appended Annexes, NOAA will provide assistance to the IMOW in a comprehensive program to improve and modernize the Iranian Meteorological Services. Specific services rendered under this Cooperative Agreement are described in Annex I of this Cooperative Agreement.

14. *Financial provisions.* Financial provisions for programs described in Annex I to this Agreement are detailed in Annex II to this Agreement.

15. *Support to be provided by the IMOW.* Support to be provided by the IMOW is described in Annex III to this Agreement.

16. *Annexes to the Cooperative Agreement.* All services rendered under this Agreement shall be specified in corresponding Annexes which, when duly signed

by both parties, will become part of this Agreement. The parties agree that each Annex will contain a description of the services to be performed by NOAA for the IMOW, manpower and other resources, estimates required to accomplish these tasks, estimated costs and related payments, planned implementation and duration of projects.

17. *Amendments.* This Cooperative Agreement and Annexes thereto may be amended to provide for changes in requirements and continuation of programs. Any changes in the services furnished, changes or other provisions of this Agreement or to its Annexes shall be formalized by an appropriate written amendment outlining the nature of the change.

18. *Effective date and termination.* This Agreement and its Annexes becomes effective upon signature by the authorized representatives of NOAA and IMOW and shall remain in effect until such time as the program described in the attached Annexes are completed or terminated as agreed to by NOAA and IMOW. This Cooperative Agreement or related Annexes may be terminated by mutual consent or at any time by either party by giving 60 days' notice in writing. Any such termination will allow NOAA 120 days to close out in-country operations and domestic support program operations and return NOAA personnel to their regular duty assignments. All costs incurred as a result of termination of this Agreement or any of its Annexes shall be reimbursed by the IMOW to NOAA.

The IMOW and NOAA agree to the provisions of this Cooperative Agreement indicated by the signatures of their duly authorized officers.

For the National Oceanic and Atmospheric Administration of the United States, Department of Commerce:

(Name): WILLIAM S. BARNEY
(Title): Director of Operations, Logistics, and Emergency Planning

(Date): Nov. 26, 1977

For the Imperial Government of Iran, Ministry of War:

(Name): H. TOUFANIAN
(Title): Vice Minister of War

(Date): Nov. 26, 1977

ANNEX 1 TO COOPERATIVE AGREEMENT BETWEEN U.S. NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION AND IMPERIAL IRANIAN MINISTRY OF WAR

STATEMENT OF WORK

1. *Purpose of annex*

This Annex defines the services to be provided by NOAA to the IGOI in its effort to improve and modernize the Iranian Meteorological Organization.

2. *Proposed scope of work*

(A) Send teams of experts to visit Iran beginning within sixty (60) days of the signing of the Cooperative Agreement. These teams will study the existing meteorological system, personnel structure, logistics system and Iranian meteorological requirements. NOAA team personnel will have backgrounds in systems management planning, communications, data collection and management facilities, computers, climatology, weather satellites, meteorological center operations, training, logistics and research.

(B) NOAA will analyze the existing meteorological systems and requirements, and within approximately ten (10) months of the signing of the Cooperative Agreement present a long-term plan with three options to the IMOW for an improved and modernized integrated system to meet requirements for the next ten (10) years with a horizon of twenty (20) years. Included in each of the three options of the plan will be detailed cost estimates and personnel requirements.

(C) Upon the acceptance of the Plan by the IGOI, NOAA will prepare procurement documents including technical specifications for any necessary contracts; evaluate technical proposals and qualifications of contractors; and make recommendations to the IGOI including current cost estimates prior to procurement. NOAA will either let the contracts or assist the IMOW, consistent with the wishes of the IMOW, and monitor the contracts during execution. Where necessary and requested by the IMOW, advisory personnel will be provided to work with the IGOI during implementation of the Plan to meet the goals.

(D) Plans for modernization of facilities, services and operations to meet these long-range goals will be developed. Areas to be covered in the Plan include equipment; manning requirements; organization; training; logistics and maintenance; communications; [and] specialized meteorological services such as aviation, marine, hydrology, agricultural, data procurement and management. The Plan will propose different options for meeting the IGOI's objectives where such options are feasible.

(E) NOAA will prepare technical specifications necessary for the implementation of the Plan.

(F) After contracts are awarded and under conditions mutually satisfactory to both parties, NOAA will administer all contracts and provide the IGOI with technical guidance and assistance. NOAA will supervise the installation and checkout phase to ensure that equipment and facilities are adequate and meet the standards required by the various contracts.

(G) NOAA will provide the necessary planning and coordination so as to provide system integration of major subsystems and to arrange for the timely interface with the military, CAO, Iranian Communications Network and all other agencies requiring meteorological support.

(H) With assistance from the IMO, NOAA will develop manpower requirements to satisfactorily operate and maintain the modernized meteorological system, develop a personnel recruitment program and arrange training programs. Arrangements will be made for training outside of Iran where special requirements exist.

(I) With assistance from the IMO, logistical requirements necessary to support the modern meteorological system and equipment will be determined and a supply, repair and distribution proposed.

(J) NOAA will provide supervisory personnel in critical positions to help IMO personnel until such time as IMO personnel can satisfactorily man the modernized system.

(K) The details of this work will be defined in an additional Annex and submitted to the IMOW within sixty (60) days of the signing of the Cooperative Agreement.

(L) Reports and documents which have to be submitted by the NOAA to IMOW are drawings, manuals, documentations, production progress reports, project progress reports, detailed time-table for performing the project and any other reports related to this Annex which is required in [the] opinion of IMOW or the NOAA according to the dates which will be defined by the IMOW and the following reports:

- Reports mentioned in this Annex;
- Sites inspection reports;
- Test reports of different acceptances;
- General Recommendations Report;
- Report of observed deficiencies in the implementation of other Contractors' duties.

ANNEX II TO COOPERATIVE AGREEMENT BETWEEN U.S. NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION AND IMPERIAL IRANIAN MINISTRY OF WAR

FINANCIAL PROVISIONS AND ESTIMATED COSTS

1. *Financial provisions*

(A) The IMOW shall reimburse NOAA for the amount of such actual costs incurred by NOAA in accordance with this Annex including all costs arising out of the expiration or termination of this Annex.

(B) Except for local support actually provided by the IGOI in accordance with Annex III of the Cooperative Agreement, NOAA shall arrange and pay all other necessary costs of providing the services of its personnel under this Annex.

(C) The IMOW will advance to NOAA, amounts sufficient to cover costs anticipated for each three-month period. The first payment in the amount of \$1 million will be tendered within thirty (30) days from signature of the Cooperative Agreement. Advance payments are to be made in U.S. dollars to the U.S. Department of Treasury for the account of the Department of Commerce/NOAA. The IMOW will be informed by separate correspondence of the estimated amount of further advance payments sixty (60) days prior to their need. This Annex contains an estimate of personnel and expenditures required in support of this Agreement.

(D) NOAA will charge its cost for furnishing services under this Annex against the amounts advanced and provide the IMOW with a quarterly financial statement. The statement will (1) identify the Annex under which funds were advanced; (2) indicate the amount expended; (3) the amount required to cover outstanding expenses; and (4) the remaining balance. Any amount not used for the period for which funds were advanced will be used to offset subsequent advance payments. Similarly, the IMOW will add to the amount originally advanced an amount estimated by NOAA for any deficit incurred for that period.

(E) Upon completion or termination of the project and final accounting, NOAA will submit to the IMOW a statement setting forth all expenditures made under this Annex. Any funds remaining in the account to the credit of the IMOW will be refunded by NOAA. Similarly, NOAA will bill, and the IGOI will pay, for any deficit incurred in carrying out the terms of the Annex.

2. *NOAA/IMOW cooperative project estimated costs per man/month for the planning phase of the Iranian integrated meteorological system.*

All personnel will be resident in the United States and travel to Iran on temporary duty as required.

Pay and benefits	\$5,620.00
Administration services	\$1,948.00
Supplies, services and materials	\$ 300.00
TDY travel to and in Iran	\$ 945.00
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	\$8,813.00
Maximum estimated man/months for one year	240
Maximum estimated costs for one year	\$2,115,120
(Estimated costs as of November 21, 1977. Contingency and escalation costs are not included.)	

ANNEX III TO COOPERATIVE AGREEMENT BETWEEN U.S. NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION AND IMPERIAL IRANIAN MINISTRY OF WAR

SUPPORT TO BE PROVIDED BY THE IMPERIAL MINISTRY OF WAR

1. *Support*

(A) IMOW will provide, at its expense, administrative support required by NOAA personnel working in Iran in conjunction with the programs described in the Annexes to the Cooperative Agreement. This support shall include suitable office and work space, furnishings, supplies, equipment, office management, secretarial/clerical and interpreting/translating services, publications.

(B) The IMOW will provide for all official transportation of NOAA representatives in Iran under the terms of this Agreement.

(C) Local permits and licenses which may be required by Iranian law shall be provided by the IMOW.

(D) The IMOW will assist NOAA in processing and clearing all equipment required in the execution of the provisions of this Agreement through Iranian customs.

(E) The IMOW will arrange for the participation of all agencies of the GOI and provision of information as required by the NOAA under the terms and conditions of this Agreement.

(F) The parties to this Agreement shall mutually agree on the costs of any of the aforementioned services and supplies not provided. Those goods and services shall then be obtained locally or imported by NOAA and the costs charged against the funds provided by the IMOW under the provisions of Annex II of this Agreement.
