

No. 19246

MULTILATERAL

Agreement between Mexico and the World Meteorological Organization on the Global Weather Experiment. Signed at Geneva on 25 April 1979

Protocol of Execution relating to the above-mentioned Agreement. Signed at Geneva on 25 April 1979

Exchange of notes constituting an agreement between Mexico and the United States of America under article 16 of the above-mentioned Agreement. Tlatelolco, 25 April 1979

Authentic texts of the Agreement and the Protocol: Spanish.

Authentic texts of the Exchange of notes: English and Spanish.

Registered by the United States of America on 7 November 1980.

[TRANSLATION¹ — TRADUCTION²]AGREEMENT³ ON THE GLOBAL WEATHER EXPERIMENT BETWEEN
THE WORLD METEOROLOGICAL ORGANIZATION AND THE GOV-
ERNMENT OF MEXICO

Considering that the World Meteorological Organization is planning a Scientific Experiment relating to the meteorological and oceanographic processes on the global scale within the framework of the Global Atmospheric Research Programme (GARP) of the Organization and the International Council of Scientific Unions;

Considering that Mexico is situated in proximity to areas in which special aircraft operations will be conducted as part of the Experiment and has at its disposal the appropriate installations, and that it has therefore been recommended that an aircraft operational centre of the Experiment should be established at Acapulco;

Considering that the Government of Mexico has considered with interest this recommendation;

Now therefore the following agreement is concluded as the basis for the co-operation between the World Meteorological Organization and the Government of Mexico.

Section 1. NAME OF EXPERIMENT

The Experiment shall be known as the Global Weather Experiment, hereinafter referred to as "the Experiment".

Section 2. PURPOSE OF THE EXPERIMENT

- To obtain a better understanding of atmospheric motion for the development of more realistic models for weather prediction.
- To assess the ultimate limit of predictability of weather systems.
- To design a composite meteorological observing system for routine weather prediction of the larger-scale features of the general circulation of the atmosphere.
- To investigate, within the limits of the period of observation as provided for in this Agreement, the physical mechanisms underlying the fluctuations of climate in the time range of a few weeks to a few years and to develop and test appropriate climatic models.

In order to meet the above objectives, an instrument package will be dropped via parachute from an aircraft, and the instruments will measure winds and temperature and humidity profiles over tropical sea areas of the Pacific Ocean. Such data will be made available to all Member States of WMO as indicated in the WMO FGGE Publication Series: FGGE Report No. 3—*The FGGE Data Management Plan*.

Section 3. CONDUCT OF THE EXPERIMENT

The Experiment shall be conducted by National Co-operating Agencies designated by the Member States of the World Meteorological Organization indicated in the WMO

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

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

³ Came into force on 25 April 1979 by signature, in accordance with section 18 (a).

FGGE Publication Series, *Implementation and Operational Plan for the FGGE Special Observing Systems: Part B: Aircraft Dropwindsonde System*, in co-operation with the World Meteorological Organization, hereinafter referred to as "the Organization". Member States of the Organization, other than Mexico, participating in the Experiment are hereinafter referred to as "other participating Member States".

Within the framework of the present Agreement the Organization shall be responsible for the implementation of the Experiment. The Organization will neither accept nor endorse any financial liability that might result directly or indirectly from the implementation of the Experiment. This liability will be the responsibility of the participating Member States.

Section 4. DURATION OF THE EXPERIMENT IN RESPECT OF THE AIRCRAFT OPERATIONS

Aircraft operations will be conducted during the Period of Intensive Observations which is scheduled to take place from 10 May 1979 to 8 June 1979.

Section 5. CO-OPERATING AGENCIES

The designated Co-operating Agencies under the present Agreement shall be:

- (a) For the World Meteorological Organization: the Secretariat of the Organization.
- (b) For Mexico:
 - Foreign Affairs Secretariat;
 - National Defence Secretariat;
 - Finance and Credit Secretariat;
 - Agriculture and Water Resources Secretariat;
 - The Secretariat for Communications and Transport and for Airports and Auxiliary Services.
- (c) For the other participating Member States: Such national agencies as the Member States shall designate in accordance with section 16 below.

Section 6. PRIVILEGES AND IMMUNITIES

The Government of Mexico grants to the personnel participating in the Experiment the privileges and immunities as set forth in article VI of the Convention on Privileges and Immunities of the United Nations¹ with the reservations made by the Government of Mexico as ratified by it in the *Official Journal of the Federation* of 10 May 1963.

Section 7. AUTHORIZATION FOR ACCESS TO AND USE OF FACILITIES IN MEXICO

The Government of Mexico authorizes for the Period of Intensive Observations of the Experiment, with additional time prior to and after this period for the appropriate preparation and termination procedures, the use, in so far as practicable, by other participating Member States of the facilities of Acapulco Airport as may be required during the duration of the Experiment, in accordance with section 4, and as they appear in the Protocol of Execution attached to the present Agreement.

Section 8. ENTRY AND DEPARTURE OF AIRCRAFT AND PERSONNEL

- (a) The Government of Mexico shall, upon request which should be made 72 hours in advance, take the necessary steps to grant in due time the authorization for entry into and departure from Mexico during the Experiment in respect of the aircraft with the

¹ United Nations, *Treaty Series*, vol. 1, p. 15, and vol. 90, p. 327 (corrigendum to vol. 1, p. 18).

emblem of the Organization and personnel of the other participating Member States assigned to the Experiment.

(b) The Government of Mexico reserves the right to verify the identity of personnel assigned to the Experiment and to inspect equipment, materials and instruments which will be used during the Experiment.

Section 9. IMPORTATION AND EXPORTATION OF MATERIALS, EQUIPMENT, SUPPLIES, GOODS AND OTHER PROPERTY

The Government of Mexico shall, upon request, and in accordance with the Convention on Privileges and Immunities of the United Nations, take the necessary steps to authorize the admission without restriction into Mexico for use during the Experiment and in due course, where appropriate, the removal from Mexico, of materials, equipment, supplies, goods and other property of any other participating Member State.

Section 10. FISCAL EXEMPTIONS

Materials, equipment, supplies, goods and other property, including motor vehicles, belonging to the other participating Member States, assigned to Mexico for the purpose of the Experiment, and imported into Mexico for use during the Experiment, shall, on request and in accordance with the Convention on Privileges and Immunities of the United Nations, be admitted free of tax, customs and import duties and other charges, subject to exportation after the conclusion of the Experiment. Detailed lists of such property shall be sent to the Co-operating Agencies of Mexico designated in section 5.

Section 11. LANDING FEES AND OTHER SIMILAR CHARGES

No fees shall be payable by participating Member States for aeronautical activities in Mexico for the purpose of the Experiment. However, the cost of services rendered in respect of the use of equipment and special facilities shall be reimbursed in accordance with customary rates.

Section 12. EXPENDITURES AND PAYMENTS

All expenditures and payments resulting from the execution of the present Agreement and relating to the provision of services to the participating Member States or their designated Co-operating Agencies shall be entirely borne by those Member States.

Section 13. LIABILITY

(a) Each Co-operating Agency of a participating Member State shall be responsible for claims for damage to property or injury to persons with respect only to activities directly related to the Experiment or performed by the Co-operating Agency or its employees.

(b) Whenever an employee of a Co-operating Agency is involved in a personal capacity in any litigation, the Co-operating Agency shall collaborate with Mexican authorities to facilitate settlement of the litigation.

(c) This Agreement will not come into force for any Co-operating Agency of any other participating Member State until it has signed an Agreement on liability between the Government of the said other participating Member State and the Government of Mexico.

Section 14. SETTLEMENT OF DISPUTES

(a) Any dispute between the Government of Mexico and the Organization relating to the application or interpretation of the present Agreement shall be settled by negotiation or by any other mode of peaceful settlement of disputes agreed on by the parties.

(b) For any dispute of a similar nature arising between another participating Member State and the Organization or between Mexico and any other participating Member State or between participating Member States the procedure detailed in (a) above shall be adopted *mutatis mutandis* unless otherwise provided for in a specific arrangement agreed upon between the parties concerned or in a note by which a Member State agrees to be a participating Member State as provided for in section 16 (a) below.

Section 15. PROTOCOL OF EXECUTION

The Organization shall negotiate with the Mexican Government for signature a Protocol of Execution which, in accordance with this Agreement, shall relate to the details of implementation of the present Agreement applicable to each participating Member State, and shall constitute an annex thereto.

Each Member State of the Organization shall receive a copy of this Protocol of Execution.

Section 16. APPLICATION OF THIS AGREEMENT TO PARTICIPATING MEMBER STATES

(a) In order that this Agreement and the Protocol of Execution may become applicable to any of the other participating Member States of the Organization, that Member State shall deliver to the Government of Mexico a note wherein the Member State agrees to be a participating Member under the terms and conditions prescribed in the Agreement and in the Protocol of Execution and specifying the name and address of its national agency which will act as its Co-operating Agency for the purposes of the Agreement, as soon as it has fulfilled the stipulations of section 13 (c). The Organization shall receive a copy of the note.

(b) Any of the other participating Member States may, if necessary, establish, with the Government of Mexico, Supplementary Arrangements, which, in accordance with the present Agreement, shall specify any further administrative and technical details of the required co-operation between the two Governments.

The Organization shall receive a copy of such Supplementary Arrangements.

(c) Such Supplementary Arrangements shall constitute annexes to this Agreement, applicable only to the parties concerned.

(d) Any Supplementary Arrangements may be amended at any time, by mutual agreement between the two parties concerned. Any amendments shall be notified to the Organization.

(e) Any specific arrangement made in accordance with the provisions of the present Agreement shall constitute an annex to this Agreement, applicable only to the parties to the arrangement.

Section 17. NOTIFICATION OF ANNEXES AND AMENDMENTS

The Organization shall notify all participating Member States of all annexes and amendments established in accordance with the provisions of sections 15 and 16.

Section 18. DURATION OF AGREEMENT

(a) This Agreement shall enter into force upon signature by both parties and shall remain in force until the Government of Mexico and the Organization mutually determine that the Experiment has been completed, but in all events the Agreement shall terminate not later than 30 June 1979.

(b) This Agreement shall enter into force for other participating Member States on the date of notification of their acceptance thereof in accordance with section 16 (a)

above, after they have fulfilled the terms and conditions indicated therein, and will terminate in accordance with section 18 (a).

DONE AND SIGNED at Geneva on this twenty-fifth day of April nineteen hundred and seventy-nine.

For the Government
of Mexico:

[Signed]

Permanent Representative of Mexico with
the international organizations in
Geneva,

ROBERTO MARTÍNEZ LE CLAINCHE
Ambassador

For the World Meteorological
Organization:

[Signed]

Secretary-General,

D. A. DAVIES

[TRANSLATION¹ — TRADUCTION²]

PROTOCOL OF EXECUTION³ BETWEEN MEXICO AND THE WORLD METEOROLOGICAL ORGANIZATION RELATING TO THE AGREEMENT ON THE GLOBAL WEATHER EXPERIMENT SIGNED AT GENEVA ON 25 APRIL 1979⁴

Pursuant to the provisions of Section 15 of the Agreement on the Global Weather Experiment between the World Meteorological Organization and the Government of Mexico;⁴

The Government of Mexico, and the World Meteorological Organization, hereinafter referred to as the "Organization";

Have agreed as follows:

Article 1. CONDUCT OF THE EXPERIMENT

(a) Each participating Member State shall detach in Acapulco Airport during the Experiment a representative to co-ordinate activities on the spot and to establish liaison with the Mexican Co-operating Agency, which, for the purpose of the execution of the present Protocol relevant to the Government of Mexico, shall be duly designated.

(b) The Organization shall co-ordinate its activities through the FGGE Operations Centre at the WMO Secretariat, Geneva. The main duties of the FGGE Operations Centre shall be to ensure that the planning and conduct of the Experiment are directed at all times toward the achievement of the scientific goals of the Experiment.

(c) The Government of Mexico shall likewise designate a qualified person as Liaison Officer who will be the contact for the representatives and the Organization.

(d) The main duties of the representatives shall be:

- (i) To ensure the provision of the operational, administrative and logistic support needed to achieve the scientific objectives of the Experiment;
- (ii) To provide the scientific guidance required for the flight operations from the operations site;
- (iii) To be the focal point for liaison with the Mexican Co-operating Agency concerning all personnel, operational, administrative and logistic aspects of the programme;
- (iv) To co-ordinate the scientific aspects of the programme with the Mexican Co-operating Agency and the participation of authorized Mexican personnel in the programme of in-flight operations.

(e) The schedule of operations at Acapulco Airport shall be as follows:

Personnel

—Arrival not earlier than 1 May 1979.

—Departure not later than 15 June 1979.

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

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

³ Came into force on 25 April 1979 by signature, in accordance with article 6.

⁴ See p. 258 of this volume.

Aircraft

—Arrival not earlier than 5 May 1979.

—Planned departure around 10 June 1979, with possible extension up to 15 June 1979 should aircraft maintenance and/or FGGE observational programme so require.

(f) All participating aircraft shall undergo customs and health inspection upon landing in Acapulco.

(g) All the operations of participating aircraft shall be subject to the legal provisions for aviation.

(h) The representatives of other participating Member States shall provide the Mexican representative with the operations schedule before each flight from Acapulco as well as a report of the programme accomplished immediately after each flight terminating in Acapulco.

(i) In the aircraft being used for the Experiment, no arms, photographic or remote sensing equipment are permitted, whether installed in, or carried aboard these aircraft.

(j) Aircraft used in the Experiment are required to display the emblem of the Organization. No other emblem shall be used. The use of the emblem of the Organization, of its name and of abbreviations of that name through the use of its initial letters by any Member State participating in the Experiment is formally authorized for the purposes of this Experiment by the Secretary-General of the Organization. The said aircraft shall not be subject to the registration under laws or regulations of Mexico.

Article 2. PERSONNEL MATTERS

(a) Personnel from other participating Member States shall obtain the appropriate visas prior to the commencement of operations, and shall be subject to the Mexican immigration regulations.

(b) The Government of Mexico reserves the right to determine the number of the personnel of the other Member States participating in the Experiment.

(c) Lists of participating personnel shall be exchanged between the representatives as well as information on any amendments thereto.

(d) Appropriate provisions shall be made for authorized Mexican personnel to participate in the flight programme. Up to three authorized Mexican persons shall participate in each flight. Matters relating to the Mexican personnel participating in the flight operations shall be co-ordinated between the representatives.

(e) Personnel participating in the operations of the Experiment shall not wear military uniform.

Article 3. HOSPITAL AND MEDICAL SERVICES

The Mexican Co-operating Agency shall:

(a) Provide information on the hospital services and premises, as needed.

(b) Provide a list of the names, addresses and telephone numbers of recommended doctors and dentists in private practice in Acapulco.

Article 4. SPECIFIC UNDERTAKINGS ON THE PART OF THE MEXICAN CO-OPERATING AGENCY

(a) The Mexican Co-operating Agency shall assist the other participating Member States with regard to the following:

(i) The necessary arrangements for using offices and hangar space at Acapulco Airport;

(ii) Authorization for access to and use of facilities at Acapulco Airport;

- (iii) Entry and departure of aircraft and personnel to and from Mexico;
 - (iv) Importation and exportation of materials, equipment, supplies, goods and other property needed for the Experiment;
 - (v) Fiscal exemptions in accordance with sections 9, 10 and 11 of the Agreement on the Global Weather Experiment between the World Meteorological Organization and the Government of Mexico.
- (b) The Mexican Co-operating Agency shall, in so far as practicable, arrange for the provision of:
- (i) Free parking space at Acapulco Airport for a fleet of up to three C-141 aircraft to be used in the Experiment;
 - (ii) Such amounts of open storage space at Acapulco Airport as may be required for the storage of equipment and supplies intended for use in the Experiment. This space shall not exceed 200 square meters.

Article 5. SPECIFIC UNDERTAKINGS ON THE PART OF THE ORGANIZATION

(a) The Organization shall arrange that the other participating Member States, either jointly or individually and for the duration of the operations except as otherwise provided above, or as may be agreed at some future date, shall provide, or arrange for the provision of the aircraft, all the technical equipment and supplies and all the personnel required for the conduct of the Experiment.

(b) The Organization shall maintain at its Secretariat in Geneva, Switzerland, on FGGE Operations Centre for the international co-ordination of the Experiment.

Article 6. TERM

The present Protocol of Execution shall enter into force upon signature by both parties and shall be coterminous with the Agreement on the Global Weather Experiment between the World Meteorological Organization and the Government of Mexico.

The present Protocol of Execution shall enter into force for other participating Member States on the date of notification of their acceptance thereof, in accordance with section 16 (a) of the Agreement on the Global Weather Experiment and, upon fulfilment of the terms and conditions laid down therein, shall terminate on 30 June 1979.

DONE AND SIGNED at Geneva on this twenty-fifth day of April nineteen hundred and seventy-nine.

For the Government
of Mexico:

[Signed]

Permanent Representative of Mexico with
the international organizations in
Geneva,

ROBERTO MARTÍNEZ LE CLAINCHE
Ambassador

For the World Meteorological
Organization:

[Signed]

Secretary-General,

D. A. DAVIES

EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹ BETWEEN
MEXICO AND THE UNITED STATES OF AMERICA UNDER ARTICLE
16 OF THE AGREEMENT ON THE GLOBAL WEATHER EXPERIMENT
SIGNED AT GENEVA ON 25 APRIL 1979²

I

No. 718

Excellency:

I have the honor to refer to the Agreement on the Global Weather Experiment between the World Meteorological Organization and the Government of Mexico signed at Geneva on April 25, 1979.² In accordance with the provisions of section 16 (a) of the Agreement, I have the honor to inform Your Excellency that the United States of America agrees to be a Participating Member State under the terms prescribed in the Agreement and its corresponding Protocol of Execution,³ subject to the following conditions:

1. The obligation of the United States under section 12 is subject to the availability of appropriated funds; further, the United States of America understands that it will bear only the cost of its own participation in the Experiment.

2. Concerning section 13, the United States of America shall be responsible for claims for damage to property or injury to persons with respect only to activities under the Experiment directly engaged in, or performed by, the designated cooperative agency of the United States of America or its employees. No liability shall attach to the United States of America based solely on title to the equipment, facilities, or any other property used in the Experiment.

Personnel of the United States participating in the Experiment will not remain in Mexico for any reason beyond June 15, 1979. Also, they will not carry weapons nor wear military uniforms, and the aircraft which they utilize will carry the emblem of the international organization. In addition, the aircraft will not carry armaments nor photographic or distance detection equipment, beyond that needed for the research.

I have the further honor to inform you that the designated cooperating agency for the United States of America is: the National Oceanic and Atmospheric Administration, Department of Commerce, Rockville, Maryland 20852, USA. The U. S. Representative prescribed in article 1 (A) of the Protocol of Execution is Mr. Edward V. Tiernan of the U. S. Project Office for the Experiment.

If these understandings are acceptable to the Government of Mexico, I have the honor to propose that this Note and Your Excellency's reply shall constitute an Agreement between our two Governments effective on the date of your reply.

Accept, Excellency, the renewed assurances of my highest consideration.

Embassy of the United States of America
México, D. F., April 15, 1979⁴

[Signed — Signé]⁵

His Excellency Lic. Santiago Roel
Secretary of Foreign Relations
México, D. F.

¹ Came into force on 25 April 1979, the date of the note in reply, in accordance with the provisions of the said notes.

² See p. 258 of this volume.

³ See p. 263 of this volume.

⁴ Should read "April 25, 1979".

⁵ Signed by Patrick J. Lucey — Signé par Patrick J. Lucey.

Aprovecho la ocasión para reiterarle a Vuestra Excelencia las seguridades de mi más alta y distinguida consideración.

El Subsecretario
de Relaciones Exteriores,
[Signed — Signé]
Lic. JOSÉ JUAN DE OLLOQUI

Al Excelentísimo señor Patrick Joseph Lucey
Embajador Extraordinario y Plenipotenciario
de los Estados Unidos de América
Ciudad

[TRANSLATION¹ — TRADUCTION²]

UNITED MEXICAN STATES
MINISTRY OF FOREIGN RELATIONS
MEXICO

Tlatelolco, D.F., April 25, 1979

No. 1204213

Mr. Ambassador:

I have the honor to acknowledge receipt of Your Excellency's note No. 718 expressing the agreement of the Government of the United States of America to participate as a Member State in the Agreement on the Global Weather Experiment between the World Meteorological Organization and the Government of the United Mexican States and its corresponding Protocol of Execution under the terms and conditions prescribed in those instruments and subject to the following conditions:

[See note I]

I take pleasure in informing Your Excellency that this reply and your note will constitute an Agreement between our Governments, effective today, on the participation of the United States of America in the above-mentioned Experiment.

With regard to article 2(b) of the Protocol of Execution, the maximum number of United States participating personnel who at a given moment may be in Mexican territory is 79, with the understanding that no more than 148 persons may participate in the entire Experiment.

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

[Signed]
JOSÉ JUAN DE OLLOQUI
Assistant Secretary
of Foreign Relations

His Excellency Patrick Joseph Lucey
Ambassador Extraordinary and Plenipotentiary
of the United States of America
Mexico, D.F.

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

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