

No. 20985

**UNITED STATES OF AMERICA
and
MEXICO**

Co-operative Agreement concerning a Mediterranean fruit fly laboratory. Signed at Washington and Mexico City on 17 August 1978

Amendment to the above-mentioned Agreement. Signed at Washington and Mexico City on 12 November 1980

Authentic texts of the Agreement: English and Spanish.

Authentic text of the Amendment: English.

Registered by the United States of America on 15 April 1982.

**ÉTATS-UNIS D'AMÉRIQUE
et
MEXIQUE**

Accord de coopération relatif à la création d'un laboratoire pour la lutte contre la mouche Ceratitis. Signé à Washington et à Mexico le 17 août 1978

Amendement à l'Accord susmentionné. Signé à Washington et à Mexico le 12 novembre 1980

Textes authentiques de l'Accord : anglais et espagnol.

Texte authentique de l'Amendement : anglais.

Enregistrés par les États-Unis d'Amérique le 15 avril 1982.

COOPERATIVE AGREEMENT¹ BETWEEN SECRETARÍA DE AGRICULTURA Y RECURSOS HIDRÁULICOS DE MÉXICO, DIRECCIÓN GENERAL DE SANIDAD VEGETAL, AND UNITED STATES DEPARTMENT OF AGRICULTURE, ANIMAL AND PLANT HEALTH INSPECTION SERVICE, PLANT PROTECTION AND QUARANTINE PROGRAMS

No. 12-16-5-1047

This Agreement, made and entered into by and between the Secretaría de Agricultura y Recursos Hidráulicos de México, Dirección General de Sanidad Vegetal, hereinafter referred to as "Sanidad Vegetal", and the United States Department of Agriculture, Animal and Plant Health Inspection Service, Plant Protection and Quarantine Programs, hereinafter referred to as the "Service".

Whereas, a Memorandum of Understanding was entered into between the parties hereto, on February 8, 1973,² covering cooperative efforts to protect crops from plant-pests damage and plant diseases in the Republic of Mexico and in the United States of America, through the execution of cooperative programs; and

Whereas, due to increased activity related to the cooperative effort to halt the Northward spread and dissemination of the Mediterranean Fruit Fly (*Ceratitidis capitata* Wied.), the 1973 Memorandum of Understanding was amended on July 15, 1976², to reflect this increased activity; and

Whereas, it is necessary for the furtherance of the Program to procure expendable and nonexpendable materials and equipment for installation and/or use in a laboratory located on Mexican Government-owned land at Metapa, Chiapas, Mexico; and

Whereas, it is the intention of the parties hereto that the cooperation covered by this Agreement shall be for the mutual benefit of the agriculture of Mexico and of the United States of America;

Now therefore, for and in consideration of the promises and mutual covenants herein contained, the parties hereto do mutually agree as follows:

A. Sanidad Vegetal agrees:

1. To construct a laboratory, according to mutually agreed to plans, of sufficient size to rear and sterilize for field release 500 million Mediterranean Fruit Flies per week.
2. To allow free access to the laboratory at all times to Service personnel previously designated to work at the laboratory, subject to security restrictions as jointly agreed.
3. Accidents and/or bodily injuries or damage to property caused by handling of equipment under custody of Sanidad Vegetal's personnel are their responsibility as per the social security laws in effect in Mexico.

¹ Came into force on 17 August 1978 by signature, in accordance with section C (12).

² United Nations, *Treaty Series*, vol. 1082, p. 176.

4. To use the sterile biological material produced, as per previous joint agreement to the effect, as well as to any change regarding the methods for operating the laboratory.
5. To provide for 50% of the operating expenses arising from the program and in relation to the rearing and sterilization of Mediterranean Fruit Flies and provide for personnel as is deemed necessary for the cooperative effort.
6. To designate a mutually acceptable official as Sanidad Vegetal's duly authorized representative, for all matters pertaining to this activity and assigned as Coordinator General for the Cooperative Program.

B. The Service agrees:

1. To provide for expendable and nonexpendable property as mutually agreed, which are necessary for the safe and efficient operation of the laboratory.
2. To designate a mutually acceptable official as the Service's duly authorized representative for all matters pertaining to this activity and assigned as Coordinator of the Cooperative Program.
3. To pay bills covering items that are jointly agreed upon as operating expenses, in a portion not to exceed 50% of the total operating expense. Such payments shall be made directly to suppliers by the Service.

C. It is mutually agreed and understood that:

1. The laboratory and the equipment installed in Metapa, Chiapas, shall be used in the cooperative effort to control/eradicate the Mediterranean Fruit Fly.
2. All equipment purchased and installed by the Service will remain the property of the Service. The Service will be responsible for maintenance and upkeep of the equipment.
3. The operation of the laboratory will be under joint supervision by Sanidad Vegetal and the Service. Sanidad Vegetal will designate a scientist as Director of the Laboratory and the Service will designate a scientist as Co-Director.
4. Personnel from Sanidad Vegetal and from the Service will remain under their corresponding administrative direction but will work cooperatively under joint supervision.
5. Both parties will jointly ensure that security measures are taken for the prevention of escape and/or theft of specimens at any biological stage of the Mediterranean Fruit Fly that are not sterile and assume responsibility for the infestations that may result from the escape of such material brought about by Sanidad Vegetal or Service personnel. In the event of a natural disaster, not brought about by the laboratory personnel, the Mexican Government assumes full responsibility.
6. Financial responsibility to be assumed by each party shall be subject to appropriation of funds available to legally cover all program expenses.
7. Both parties will prepare an annual budget for program operations.
8. Mediterranean Fruit Fly sterile pupae produced as a result of this joint endeavor will be used as and where needed to the *mutual benefit of both* parties and according to priorities set forth for the prevention of establish-

ment of Medfly in Mexico and its increase in Guatemala. Commitments for the use of sterile flies made prior to the initiation of this agreement will be honored if mutually advantageous to both parties.

9. Upon termination of the cooperative program, any and all equipment purchased through the use of funds of the Service will be returned to the Service subject to its disposition. In addition, the Service agrees to sell its equipment to Sanidad Vegetal, all or in part and at the price to be agreed upon through joint evaluation at the request of Sanidad Vegetal.
10. The two parties to this Agreement shall keep such financial records at this program as necessary to assure that the 50-50 cost sharing is being maintained. Further, such records shall be reconciled semiannually by the parties hereto.
11. That the Comptroller General and the United States Department of Agriculture, through their duly authorized representatives, have a right to examine up to three years after the termination of the program, any document or record that covers transactions related directly with the program. This same right is extended identically to the Secretariats of State and to the agencies of the Secretariat of Agriculture and Hydraulic Resources of Mexico involved in the management of funds.
12. This Agreement shall become effective upon date of signature. In addition, it can be modified at any moment by mutual agreement and can be terminated after 120 days of receipt of official request from any of the parties.

United States Department of Agriculture, Animal and Plant Health Inspection Service:

[Signed]

JAMES O. LEE, Jr.
The Administrator

Date: 8/17/78

Secretaría de Agricultura y Recursos Hidráulicos de México, Dirección General de Sanidad Vegetal:

[Signed]

The Director General,
JORGE GUTIÉRREZ SAMPERIO

Date: 8/17/78