

No. 21093

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**UNITED STATES OF AMERICA  
and  
PANAMA**

**Exchange of notes constituting an agreement on scientific  
co-operation with respect to the activities of the  
Smithsonian Tropical Research Institute (with annex).  
Washington, 7 September 1977**

*Authentic texts: English and Spanish.*

*Registered by the United States of America on 22 June 1982.*

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**ÉTATS-UNIS D'AMÉRIQUE  
et  
PANAMA**

**Échange de notes constituant un accord de coopération  
scientifique relatif aux activités du Smithsonian Tropical  
Research Institute (avec annexe). Washington,  
7 septembre 1977**

*Textes authentiques : anglais et espagnol.*

*Enregistré par les États-Unis d'Amérique le 22 juin 1982.*

EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT<sup>1</sup>  
BETWEEN THE UNITED STATES OF AMERICA AND PANAMA  
ON SCIENTIFIC COOPERATION WITH RESPECT TO ACTIV-  
ITIES OF THE SMITHSONIAN TROPICAL RESEARCH INSTI-  
TUTE

I

*The American Ambassador-at-Large to the Panamanian Chief Negotiator*

DEPARTMENT OF STATE  
WASHINGTON

September 7, 1977

Excellency:

As you are aware, the Smithsonian Tropical Research Institute, a trust instrumentality of the United States of America, hereinafter called "the Institute," has, for several years, carried out experimental and research activities of an exclusively scientific nature in various parts of the Republic of Panama. Those activities are described and authorized in Contract No. 1, January 5, 1977, signed by Dr. Abraham Saied, Minister of Health, and Dr. Ira Rubinoff, Director of the Institute. As set forth in the seventh clause of the contract, its duration is indefinite, but it may be terminated if one of the parties so desires, provided that it notify the other one year in advance of the date selected for termination.

Despite the foregoing, it is obvious that the Institute's legal situation and the development of its activities will be affected by the entry into force of the Panama Canal Treaty<sup>2</sup> and related agreements, signed September 7, 1977,<sup>3</sup> by representatives of the Republic of Panama and the United States of America. In anticipation of that eventuality, I thought it pertinent to propose to you, in compliance with precise instructions from my Government, that the Republic of Panama and the United States of America agree on the Institute's continuation of its scientific activities in the Republic of Panama, after entry into force of the Panama Canal Treaty and related agreements, in accordance with the provisions of the above-mentioned contract and in order to achieve the objectives therein set forth.

The agreement which I present to you for consideration would remain in effect for five years from the date of the entry into force of the Panama Canal Treaty and would be extended automatically for 5-year periods until either Government gave notice of termination, at least one year before the date of automatic extension.

I consider it advisable to propose to Your Excellency that if one of the parties to the contract should wish to terminate it on the basis of the seventh clause thereof while the Panama Canal Treaty is in force, our Governments agree that, unless there is a mutual understanding to replace the contract, the contract and the agreement proposed in this note shall remain in force.

It could also be agreed, and I so propose to Your Excellency, that, if either party wishes to terminate the aforementioned contract after the expiration of the Panama Canal Treaty, our Governments shall immediately initiate consultations concerning the future legal situation of the Institute and its facilities, properties, and personnel in the Republic of Panama, before the contract expires.

<sup>1</sup> Came into force on 1 October 1979, the date of entry into force of the Panama Canal Treaty (see note 2 below), in accordance with the provisions of the said notes.

<sup>2</sup> See p. 3 of this volume.

<sup>3</sup> See pp. 79, 201, 297, 305, 311, 319, 339 and 349 of this volume.

With respect to facilities and land and water areas in various parts of the Isthmus of Panama listed and described in the annex to this note, the use of which has not been granted by the Republic of Panama to the United States of America by any other means, I propose that they be made available to the Institute for its exclusive use. It is understood that this agreement will not affect the right of the parties to the contract to enter into subsequent agreements on the terms of the Institute's utilization of other facilities and land and water areas in the Republic of Panama which the latter may consider it desirable to make available to the Institute for the uses and purposes defined in the contract.

I wish to propose that our Governments agree that, as long as the Panama Canal Treaty remains in force, the United States of America may permit the Institute to use any portion of the lands and waters, and of the facilities located therein, situated within the land and water areas the use of which is granted by the Treaty to the United States of America, for purposes of the aforementioned contract, subject to terms and conditions consistent with the Panama Canal Treaty, as the United States of America may define them.

I further wish to propose to Your Excellency that upon cessation, under the Panama Canal Treaty, of the right of the United States to use any land and water areas and facilities located therein which are being used by the Institute, our Governments immediately begin talks intended to reach agreements permitting the Institute to continue to use such areas or facilities.

The possibility should be considered, Your Excellency, that the Republic of Panama may establish procedures whereby any natural or legal person could acquire, in accordance with the laws of Panama, title to land and water areas or properties located therein which were formerly a part of the territory constituting the Panama Canal Zone. I therefore propose to you that, such being the case, our Governments agree that the Republic of Panama, subject to the applicable laws, shall grant the Institute rights, other than real property title, with respect to any land and water areas or properties in use by the Institute at the time when such procedures are established. These rights will be granted by the Republic of Panama by an agreement or other means not less favorable than the most favorable granted by the Republic of Panama to any other natural or juristic person.

Finally, Your Excellency, I should like to propose that in the event that the Republic of Panama does not establish such procedures for transfer of title to land and water areas or properties located therein to natural or legal persons other than the Government of the Republic of Panama, the two Governments agree that the Government of the Republic of Panama shall place at the disposal of the Institute, free of cost, the use of all areas and facilities referred to in this letter, and any others that may be used by the Institute for the purposes defined in the aforementioned contract.

An exception will be made for cases in which the two Governments or the parties to the aforementioned contract might reach a mutual agreement on other terms.

If the aforementioned proposals relating to the operation in the Republic of Panama of the Smithsonian Tropical Research Institute are acceptable to your Government, I should like to propose that this note and Your Excellency's affirmative reply constitute an agreement between our Governments concerning this matter.

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

For the Secretary of State:

[Signed]

ELLSWORTH BUNKER  
Ambassador-at-Large

His Excellency Rómulo Escobar Bethancourt  
Chief Negotiator

## ANNEX

The following facilities and lands and waters shall be made available for the continued exclusive use of the Smithsonian Tropical Research Institute:

1. Smithsonian Tropical Research Institute Headquarters, shops, administrative offices, cages and laboratories on Gorgas Road.
2. Tivoli Site. Comprises approximately 4.8 acres at the site of the former Tivoli Hotel and adjacent Tivoli Kitchen structure.
3. Naos Island. All facilities and areas being used by the Smithsonian Tropical Research Institute on the date the Panama Canal Treaty enters into force.
4. Flamenco Island. All facilities and areas being used by the Smithsonian Tropical Research Institute on the date the Panama Canal Treaty enters into force.
5. Pipeline Road Reserve. Approximately 37 acres of land near Pipeline Road at coordinates PA 391116 (Sheet 4243 II, Gamboa).

## II

[SPANISH TEXT — TEXTE ESPAGNOL]

EMBAJADA DE PANAMÁ  
WASHINGTON, D.C.

7 de septiembre de 1977

Excelencia:

Tengo el honor de referirme a la nota de Su Excelencia con fecha de hoy, relativa a las actividades del Instituto Smithsonian para Investigaciones Tropicales en la República de Panamá, que dice lo siguiente:

« Excelencia: Como es de su conocimiento, el Instituto Smithsonian de Investigación Tropical, una agencia de fideicomiso de los Estados Unidos de América, que en adelante se denominará « el Instituto » en el presente documento, ha llevado a cabo durante varios años actividades experimentales y de investigación de naturaleza estrictamente científica en distintas partes de la República de Panamá. Esas actividades están descritas y autorizadas en el Contrato No. 1 de 5 de enero de 1977, suscrito por el Dr. Abraham Saied, Ministro de Salud, y el Dr. Ira Rubinoff, Director del Instituto. Según se expresa en la séptima cláusula del contrato, la duración de éste es indefinida, pero puede ser terminado si una de las partes así lo deseara, siempre que ésta notifique a la otra con un año de anticipación a la fecha escogida para la terminación.

No obstante lo anterior, es obvio que la situación jurídica del Instituto y el desarrollo de sus actividades serán afectados por la entrada en vigor del Tratado del Canal de Panamá y acuerdos conexos, suscritos el 7 de septiembre de 1977 por los representantes de la República de Panamá y los Estados Unidos de América. En previsión de esa eventualidad, me ha parecido pertinente proponer a usted, en cumplimiento de instrucciones precisas de mi Gobierno, que la República de Panamá y los Estados Unidos de América convengan en la continuación, por parte del Instituto, de sus actividades científicas en la República de Panamá después de la entrada en vigor del Tratado

[TRANSLATION<sup>1</sup> — TRADUCTION<sup>2</sup>]

EMBASSY OF PANAMA  
WASHINGTON, D.C.

September 7, 1977

Excellency:

I have the honor to refer to Your Excellency's note of today's date concerning the activities of the Smithsonian Tropical Research Institute in the Republic of Panama, which reads as follows:

[See note I]

I have the honor to confirm the acceptance by my Government of the proposals contained in this note and its agreement that your note and this reply shall constitute an agreement between our two Governments.

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

[Signed]

RÓMULO ESCOBAR BETHANCOURT  
Chief Negotiator

His Excellency Ellsworth Bunker  
Ambassador-at-Large  
of the United States of America

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<sup>1</sup> Translation supplied by the Government of the United States.

<sup>2</sup> Traduction fournie par le Gouvernement des Etats-Unis.