

No. 26488

**UNITED STATES OF AMERICA
and
COLOMBIA**

Agreement relating to the control and eradication of foot-and-mouth disease (with annex). Signed at Bogotá on 8 August 1979

Authentic texts: English and Spanish.

Registered by the United States of America on 27 March 1989.

**ÉTATS-UNIS D'AMÉRIQUE
et
COLOMBIE**

Accord relatif à la prévention et à l'éradication de la fièvre aphteuse (avec annexe). Signé à Bogotá le 8 août 1979

Textes authentiques : anglais et espagnol.

Enregistré par les États-Unis d'Amérique le 27 mars 1989.

AGREEMENT¹ BETWEEN THE MINISTRY OF AGRICULTURE OF THE GOVERNMENT OF COLOMBIA AND THE DEPARTMENT OF AGRICULTURE OF THE GOVERNMENT OF THE UNITED STATES OF AMERICA

Inasmuch as the Ministry of Agriculture of the Government of Colombia and the Department of Agriculture of the United States of America desire to continue the Program to maintain Area I free of Foot and Mouth Disease (hereinafter referred to as FMD), eradicate FMD in Area II and control FMD in Area III as designated in Annex I and to aid in preventing the dissemination of this disease from Colombia as a result of construction of the Darien Gap Highway under the Agreement signed at Bogotá, Colombia on August 18, 1973,² and to accelerate the achievement of the objectives outlined in said Agreement, said Agreement is substituted to read as follows:

I. PURPOSE

The purpose of this Agreement is to establish the terms by which the Ministry of Agriculture of the Government of Colombia (hereinafter known as the MOA) and the Department of Agriculture of the United States of America (hereinafter known as the USDA) will cooperate in a program designed to maintain Area I free of FMD, eradicate FMD from Area II and control FMD in Area III as designated in Annex I and to aid in preventing the dissemination of this disease from Colombia as a result of construction of the Darien Gap Highway. Under the terms of this Agreement entered into pursuant to the General Agreement for Economic Technical and Related Assistance between the Government of the United States of America and the Government of Colombia of July 23, 1962,³ and Public Law 92-152, which authorizes the Secretary of Agriculture of the United States to cooperate with the Government of Colombia in the prevention, control and eradication of FMD and other communicable diseases of animals. The USDA and MOA will provide technical and financial support and will implement or cause to be implemented those measures necessary to carry out the objectives of this Agreement.

II. OBJECTIVE

The objective of this Agreement is to continue and accelerate the activities for the prevention, control and eradication of FMD being carried out by the Government of Colombia through the MOA, and the Colombian Agricultural Institute (hereinafter referred to as ICA) and coordinated with other Colombian agencies as designated in Annex I, such as the Institute for the Development of Renewable Natural Resources and Environment (hereinafter referred to as INDERENA) who will work in the Los Katios National Park to prevent the spread of FMD to areas presently free of the disease.

¹ Came into force on 10 October 1979 upon an exchange of notes confirming its provisions, in accordance with article VI.

² United Nations, *Treaty Series*, vol. 944, p. 99.

³ *Ibid.*, vol. 458, p. 123.

III. TERMS

A. In accordance with the foregoing purpose and objective the MOA and the USDA agree:

1. To establish with ICA a Joint Cooperative Program (hereinafter known as the Program) to carry out the FMD measures recommended in the Technical work plans outlined in Annex I. ICA will coordinate the activities of all other Colombian agencies involved in the Program. The General Manager of ICA will appoint a full-time Executive Director of the Program who will depend directly upon the General Manager of ICA. The Executive Director will administer, control and supervise the Program. The USDA will provide a Senior Technical Advisor. The General Manager of ICA, the Executive Director of the Program and the Senior Technical Advisor will jointly cooperate with respect to the technical, financial, and control aspects of the Program in accordance with the technical work plans and policies set forth in Annex I which forms a part of the Agreement.

The Executive Director and the Senior Technical Advisor will analyze the program and prepare periodic joint progress reports. Any discrepancies presented during day to day operations of the program will be resolved by discussion between the Executive Director and the Senior Technical Advisor or when necessary by the Senior Review Group (hereinafter referred to as SRG).

The Executive Director and the Senior Technical Advisor will jointly develop plans and actions as defined in Annex I pertaining to activities of ICA in accordance with the laws and regulations of ICA.

The Executive Director, the INDERENA Project Coordinator and the Senior Technical Advisor will jointly develop plans and actions as defined in Annex I pertaining to activities of INDERENA in accordance with the laws and regulations of INDERENA.

2. To establish a Senior Review Group which will meet to review the results of the Program, provide Program guidance for the future, and review Work Plans and Budgets as appropriate. The SRG will consist of the Executive Director and the Senior Technical Advisor of the Program, a member of the Colombian Department of Planning, three members appointed by the MOA and four members appointed by the USDA.

Meetings will be held semi-annually or more frequently as needed. Either the Colombian or U.S. Government may request a meeting at any time, and such meeting shall be held within six weeks of the date of such request.

3. To accept, and cause to be implemented, the provisions of Annex I.

4. To use the financial and technical support provided by the MOA and the USDA only in accordance with the provisions of this Agreement.

5. To carry out activities under the Program in addition to fulfillment of present Colombian commitments under the ICA/BID (International Development Bank — IDB) FMD program in the program area designated in Annex I.

B. In accordance with the foregoing purpose, objective, and terms the MOA agrees to contribute, subject to availability of funds, its share of the program's costs in accordance with the annual Budgets and Work Plans approved by the SRG.

C. In accordance with the foregoing purpose and objective the USDA agrees:

1. To provide the services of a Senior Technical Advisor, and provide the services of such other USDA personnel as may be required for the purpose of

technical and administrative cooperation in the areas of detection, control, eradication, equipment, maintenance, surveillance and to otherwise participate in the Program in accordance with the terms of this Agreement.

2. To contribute in accordance with the foregoing purpose, objective, and terms, subject to availability of funds, its share of the program's costs in accordance with the annual Budgets and Work Plans as approved by the SRG.

D. Funds from other sources may be accepted into the program upon the approval of the SRG.

IV. FINANCING

MOA and USDA, subject to the availability of funds, will contribute such amounts as may be desired necessary to carry out the program activities called for in Annex I. Unless otherwise agreed upon in writing, MOA shall provide its share and the USDA shall provide its share of the Program costs in accordance with the annual Budgets and Work Plans approved by the SRG.

Prior to any disbursement of funds by the USDA, the MOA and the USDA will have agreed upon, in writing, an annual Work Plan and Budget for Capital and Operating Costs. The annual Budget and Work Plan will be prepared by the Executive Director and the Senior Technical Advisor and be reviewed by the SRG and approved by the MOA and the USDA.

The Program shall cause to be established, in a bank, acceptable to both ICA and the USDA, a special account (hereinafter known as the peso account) for peso disbursements.

Upon approval by the SRG of the annual Budget and Work Plan, the MOA and USDA will cause initial advances to be deposited to the peso account. MOA disbursements to said account will be made on a monthly basis in accordance with Government of Colombia budgetary procedures. The USDA disbursements to said account will be made through the Senior Technical Advisor in accordance with targets established or more frequently as may be necessary.

All acquisitions of goods and services up to 200,000 pesos from the peso account shall be authorized by the Executive Director and the Senior Technical Advisor in accordance with Colombian law. In addition, expenditures beyond 200,000 pesos shall also be in accordance with ICA's or INDERENA's purchasing procedures for such amounts.

Acquisitions of goods and services authorized by the Executive Director and the Senior Technical Advisor may be purchased with USDA Project funds using USDA or United States Embassy purchasing procedures.

V. OTHER TERMS AND CONDITIONS

A. The Senior Technical Advisor and other USDA participants in the Program shall have full opportunity to participate in all aspects of the Program, have access to all information and facilities relative to the Program, and travel freely in the areas in which the Program will be carried on.

B. The officials and employees of the USDA participating in the program shall be considered members of the Special Mission described in the General Agreement on Economic, Technical and Related Assistance of July 23, 1962, and shall enjoy the privileges, immunities and exceptions provided for under Articles III and IV (b) of

that Agreement. The funds, equipment and supplies used by the USDA in carrying out the Program shall be treated as provided in Articles IV (a) and V of that General Agreement.

C. Either MOA or USDA shall have the right at any time, and for good cause, to request the replacement of any personnel belonging to the other government assigned to the program.

D. The Program shall maintain, in accordance with sound accounting principles and practices consistently applied, books and records relating both to the Program and this Agreement. Such books and records shall, without limitation, be adequate to show the receipt, disbursement and use made of all goods and services acquired by the funds disbursed pursuant to this Agreement and the progress of the Program. Such books and records shall be regularly audited by auditors acceptable to both MOA and USDA in accordance with sound auditing standards, for such period and at such intervals as either MOA or USDA may require, and shall be maintained for five years after the date of the last disbursement by MOA and USDA under this Agreement.

E. The authorized representatives of the USDA and U.S. General Accounting Office (GAO) shall have the right at all reasonable times to inspect the Program sites, the utilization of all goods and services financed by Program funds and the books, records and other documents of the Program relating to its activities and to Program financing, and to maintain inventory control with respect to all Program financed equipment and materials.

F. *Property Accountability*

1. Title to all Program property (except that of a fixed nature such as land and buildings) with value of 200 or more U.S. dollars, which was purchased with U.S. funds, remains the property of USDA. Inventory records will so indicate that title disposition of such property will be made on termination of the Agreement.

2. Property (except that of a fixed nature such as land and buildings) with value of 200 or more U.S. dollars purchased with Government of Colombia (hereinafter known as GOC) and U.S. commingled funds becomes the property of the Program. On termination of the Agreement, any proceeds from the sale of such property will be returned to GOC and U.S. in the same ratio as total funds contributed to the Program. Such property will be recorded in the inventory records as Joint Cooperative Program property.

3. Title to all property on loan to the Program by GOC or U.S. remains vested in the respective Government. Inventory records will show the appropriate ownership. Disposition of such property on termination of the Agreement will be determined by each Government.

G. The GOC will represent the Colombian personnel of the program in any legal action brought against the Program and any judgment against the Program, that are not caused by acts of USDA personnel, will be paid directly by the GOC. The USDA Program personnel will have legal coverage as designated in Part B of this paragraph V.

H. In case of any disbursement not made or used in accordance with the terms of this Agreement or as approved by SRG or the Executive Director and the Senior Technical Advisor in relation to the objectives of the Agreement, the MOA or USDA may require the refund of such amount in Colombian pesos to the respective govern-

ments within 30 days after receipt of a request thereof. MOA or USDA's right to require a refund with respect to any disbursement under this Agreement shall continue for five years following the date of such disbursement.

I. Upon termination of the Agreement all funds remaining after all obligations of the program are liquidated will be returned to the respective governments in the same ratio as contributions were made to the program.

J. This Agreement may be amended by an exchange of written correspondence between the MOA and USDA and said modifications will enter into effect when confirmed by an exchange of diplomatic notes between the two Governments.

K. This Agreement shall remain in force until ninety (90) days after either party shall have given written notice to the other of its desire to terminate it. In the event of such termination, the Executive Director and Senior Technical Advisor shall minimize or cause to be minimized expenditures and obligations during the ninety (90) day period.

VI. FINAL PROVISIONS

This Cooperative Agreement shall enter into force upon an exchange of diplomatic notes between the Government of Colombia and the Government of the United States of America confirming its provisions and shall substitute for the Cooperative Agreement signed the 18 of August 1973.¹

DONE at Bogotá, Colombia, this 8th day of August, 1979.

[Signed — Signé]²

Ministry of Agriculture
of the Republic
of Colombia:

[Signed — Signé]³

Department of Agriculture
of the United States:

[Signed — Signé]⁴

Ambassador of the United States:

¹ See p. 309 of this volume.

² Signed by Germán Bula Hoyos — Signé par Germán Bula Hoyos.

³ Signed by P. R. Smith — Signé par P. R. Smith.

⁴ Signed by Diego C. Asencio — Signé par Diego C. Asencio.

ANNEX I

TECHNICAL WORK PLANS — ICA

*Program of Prevention, Eradication and Control of Foot and Mouth Disease***A. Area I**

Area I shall be designated as an FMD-free area. To this end the Program shall be implemented in the following manner:

1. Boundaries

This is the zone included within the following borderlines: from the point where the Murri River flows in the Atrato River, downstream along the Atrato River to where it flows into the Atlantic Ocean, from this point to the Panamanian border following the Atlantic coastline to Cabo Tiburon; from this point to the Pacific Ocean following the Colombian-Panamanian border; from this point to the mouth of the Valle River along the Pacific Coast, and from this point along a straight line to the initial point where the Murri River flows into the Atrato River.

Included in the above boundaries is the Los Katios National Park which shall be visited by ICA officials of the program for animal inspections and control or other measures as necessary.

2. Preventive Action

a. All farms containing animals that are susceptible to vesicular disease shall be visited and all animals visually inspected for symptoms of vesicular disease each month (1 monthly visit to each farm).

b. In order to facilitate control, 100% of the bovine population shall be kept identified with a special mark.

c. The census of the animal population shall be up-dated monthly, as shall be the maps showing locations of farms.

d. VIA sampling shall be done twice per year on the animals existing in the Area according to a statistical sampling. O.P. will be taken on each animal with a positive VIA sample.

All animals imported from free areas shall be likewise tested upon arrival in the zone and three months later.

e. Occasional epidemiological inspections of the wildlife in the area shall be carried out.

f. Movements of animals, products and by-products into, within, and from Area I shall be controlled. Introduction of animals, products and sub-products able to transmit foot and mouth disease shall be prohibited except as provided in 3 d below.

g. A public information and education program to keep the zone free from foot and mouth disease shall be continued and intensified.

3. Requirements in order to Keep Area I Free from Foot and Mouth Disease

a. Enforcement of preventive action.

b. Non-application of anti-FMD vaccine.

c. Maintenance of the Indemnity Fund.

d. Introduction of animals susceptible to foot and mouth disease, and of semen, shall be permitted under supervision of program personnel only from countries free of FMD and other important exotic diseases and for the sole purpose of genetic upgrading of the cattle existing in the Area.

4. *Actions to Eradicate Foot and Mouth Disease Outbreaks*

a. Infected and exposed susceptible animals shall be destroyed after which they shall be burned or buried.

b. Epidemiological investigation into the origin of the outbreak and investigation into the extent to which the disease may have spread will be completed on each outbreak.

c. An area measuring 20 kms in radius shall be quarantined in the zone of the outbreak. Movements of FMD susceptible animals, products, and subproducts in the quarantined area shall be totally prohibited until three weeks after the last susceptible animals on infected premises have been eliminated and a general cleaning and disinfection has been carried out.

d. Indemnity up to the fair market value shall be paid to owners of the destroyed animals.

e. Restocking shall be carried out under close veterinary supervision in a manner to detect residual disease.

f. Other supplementary measures which may be necessary shall likewise be taken, such as 1) daily inspection of animals in quarantine zone to detect any spread of infection during the quarantine; 2) other sanitary measures to control movement of contaminated personnel and equipment.

5. Other programs supplementary to the foot and mouth disease Prevention Program shall continue to be implemented.

6. Construction of control and disinfection stations along the Darien Gap Highway from Palo de las Letras until the Rio Leon will be made by the Department of Public Works as necessary with their funds; however, the operation will be under control of the program in ICA.

B. *Area II*

The objective of the program in this area is to eradicate foot and mouth disease in order to reinforce and supplement the program described for Area I. The program shall be implemented as follows:

1. *Boundaries*

Included are the municipalities of Arboletes, Necoclí, San Pedro de Uraba, Turbo, Apartado, Chigorodo, Mutata, Dabeiba, Uramita, Murindo and Riosucio (right bank of the Atrato River).

2. *Program Requirements*

a. Compulsory cyclic vaccination against foot and mouth disease of the bovine population in the area under supervision and control of the Project's personnel. Exceptions will be made by program Executive Director and Senior Technical Advisor as conditions warrant and as progress is made.

Vaccination in Area II shall continue until a similar vaccination program exists in Area III (Cordoba left bank of the Sinu River) and 2 years have elapsed without FMD outbreaks in any given sector of Area II, at which time each FMD free sector will be evaluated and vaccination stopped if in the interest of the program. Such free sectors will be maintained using the same FMD control measures as Area I or as directed by the Executive Director and the Senior Technical Advisor.

b. Control of movements of animals, products, and by-products into, within and from Area II.

Introduction of non-vaccinated animals into Area II shall be prohibited except those coming from Area I or FMD free countries, which shall be vaccinated at the farm of destination. Appropriate exemptions will be made by the Executive Director and Senior Technical Advisor when sectors of Area II reach free status.

c. Increase animal surveillance.

3. *Plan of Action*

a. Vigilance and control posts shall be set up in Area II as necessary.

b. Three annual vaccination cycles shall be established using vaccines previously tested for innocuity and potency in bovines.

Other methods of vaccination by cycle may be implemented and recommended by the Executive Director and the Senior Technical Advisor when other appropriate vaccines which produce longer periods of immunity are available.

c. A public information and education program regarding FMD prevention, surveillance and eradication shall be continued and intensified.

d. Other complementary programs shall continue to be implemented.

e. An annual evaluation shall be made of antibody level conferred by the FMD vaccine in young and adult populations, according to a statistical sampling.

f. O.P. and VIA sampling of the bovines in the area shall take place annually according to a statistical sampling.

4. *Methods to Control Foot and Mouth Disease Outbreaks*

a. There shall be an epidemiological investigation into the origin of each outbreak and investigation into the extent to which the disease may have spread.

b. In the zone of the outbreak, a quarantine area at least 10 kms in radius shall be established, the quarantine zone being determined by natural barriers as far as possible. Movements of FMD susceptible animals, products, and subproducts shall be totally prohibited until 21 days after the last clinical case has appeared.

c. Other supplementary measures which may be necessary shall likewise be taken such as 1) daily inspection of animals in quarantine zone to detect any spread of infection during the quarantine period; 2) other sanitary measures to control movement of contaminated personnel and equipment.

d. All the animals included in the Quarantine Area shall be vaccinated and/or revaccinated directly by project personnel.

e. VIA, O.P. and epithelium samples shall be taken of all outbreaks.

f. When Area II begins the Free Area program, the methods to control foot and mouth disease outbreaks shall be the same as for Area I or as directed by the Executive Director and the Senior Technical Advisor in accordance with circumstances.

C. *Area III (that part of ICA's Area III as defined in 1 below)*

The objective of the program in this area is to control and eventually to eradicate FMD in order to strengthen and complement the program described for Areas I and II. The program shall be implemented in the following manner: (*Note.* For Area III the Executive Director and Senior Technical Advisor may implement all, a portion of, or substitute a modified alternative plan in lieu of the plans below in accordance with funds available).

1. *Boundaries*

This is the zone included within the following borderlines: Starting from the mouth of the Sinu River on the Atlantic Ocean, upstream along the Sinu River to its headwaters at Alto Paramillo, from this point to Puerto Rey on the Atlantic Ocean, following the borderline between the Departments of Antioquia and Cordoba, and from this point to the mouth of the Sinu River (starting point) along the Atlantic Coast.

2. *Program Requirements*

a. Compulsory cyclic vaccination against FMD of the bovine population in the area under the supervision and control of the Project's personnel.

b. Control of movements of animals, products and sub-products into, within and from Area III.

c. Introduction of non-vaccinated animals into Area III shall be prohibited except those coming from free areas which shall be vaccinated at the farm of destination.

3. *Plan of Action*

a. Vigilance and Control Posts shall be set up in Area III as necessary.

b. Three annual vaccination cycles shall be established in the bovine population utilizing vaccine lots previously tested in bovines for innocuity and potency. Alternative cycles can be implemented as directed by Executive Director and Senior Technical Advisor if better vaccines are developed.

c. A public information and education program regarding FMD prevention, surveillance, control and eradication shall be continued and intensified.

d. Other necessary complementary measures shall be implemented as necessary.

4. *Methods to Control Foot and Mouth Disease Outbreaks*

a. In the zone of the outbreak, a quarantine area at least 10 kms in radius shall be established, the quarantine zone being determined by natural barriers as far as possible. Movements of FMD susceptible animals, products and subproducts shall be totally prohibited until 21 days after the last clinical case has appeared.

b. Other supplementary measures which may be necessary shall likewise be taken such as 1) daily inspection of animals in quarantine zone to detect any spread of infection during the quarantine period; 2) other sanitary measures to control movement of contaminated personnel and equipment.

c. All the animals included in the Quarantine Area shall be vaccinated and/or revaccinated directly by project personnel.

d. An epidemiological follow-up of all outbreaks shall be carried out.

e. VIA, O.P. and epithelium samples shall be taken of all outbreaks.

f. When Area III begins the Free Area program, the methods to control foot and mouth disease outbreaks shall be the same as for Area I, or as directed by the Executive Director and Senior Technical Advisor in accordance with circumstances.

Note. Fulfillment of the Work Plans described above shall be subject to the availability of funds for their financing.

TECHNICAL WORK PLANS — INDERENA

*Los Katios Natural National Park**A. Limits of the Park*

The Park limits as set forth in the 1973 Agreement will be modified, extending the Park's surface to gain better control of the area. INDERENA has already studied the land to be annexed to the Park, and a favorable ruling has been obtained from the "Academia Colombiana de Ciencias Exactas, Fisicas y Naturales".

The new Park boundaries will be as follows:

"Starting at Landmark No. 1, located on the highest point (600 meters above sea level) and known as Alto Limon or Hito Limon, a straight line is followed for 4,000 meters and with an azimuth of 130 degrees, to the source of a tributary of the Peyé River; Landmark No. 2 marks this site. From here, following this tributary for 1,500 meters, Landmark No. 3 has been located. From this point, the boundary runs downstream along the Peyé River until it reaches the Peyé Canal and then along the Peyé Canal until it flows into the Atrato River where Landmark No. 4 has been placed. From this point the boundary crosses the Atrato River and Landmark No. 5 is on its right bank. The boundary continues along the right bank of the Atrato River downstream for a distance of 6 kilometers ending at Landmark No. 6, 1,000 meters from the entrance to the Tumarado swamps; from here the boundary runs along a parallel line one kilometer away from the Eastern border of the Tumarado swamps until it intersects Cano Tumarado where Landmark No. 7 has been located. It follows Cano Tumarado and then continues along the Gumercindo upstream to its source and from there, in a straight line and with a 270 degree azimuth, Landmark No. 8 has been located on the right bank of the Atrato River. It continues along the right bank of the Atrato River downstream up to Landmark No. 9 located across from the first mouth of the Perancho River. It crosses the Atrato River and runs upstream along the Perancho River to Landmark No. 10 located at the site where the Cacarica River flows into the Perancho River. From this point, the boundary continues along the right bank of the Cacarica River up to Landmark No. 11, on the bend of the Santandereano; from here it runs in a straight line and with a 270 degree azimuth until it intersects with the Colombian-Panamanian border where Landmark No. 12 has been placed. From here it continues along the border towards the northeast to the point of departure called Alto Limon."

These boundaries will guarantee inclusion within the Los Katios Park of the Darien Gap Highway from the Rio Atrato to the Colombian-Panamanian border.

B. Authorized Activities

1. Only those activities closely related to the Park's management and development will be permitted in order to comply with the goals of conservation, education, research, protection, and development, as well as the construction of the Pan American and Darien Gap Highways. All these activities comply with Colombian law.

2. No domestic animals susceptible to foot-and-mouth disease or people, except park personnel and Indigenous Indians will be allowed to live within the Park.

3. Vigilance and control measures to prevent illegal movement of animals and animal products or subproducts into or through the Park will be maintained.

C. Actions

1. Routine patrols will be continued and intensified in order to avoid actions disturbing the Park's flora, fauna and soil resources.

2. The basic facilities needed for the Park's development will be built; these constructions include the Administrative Center, control post cabins, airfield, study trails, visitor's

center, park roads, picnic grounds, camping areas, study areas, living and maintenance zones, plus forestry, fishing and fauna research zones.

3. Landmarks and signboards will be installed and maintained along Park boundaries and other areas of interest in the Park. Fences will be installed and maintained where necessary.

4. Work will continue on the Park's Master Plan.

5. Maintenance areas will be developed with sufficient equipment necessary for proper functioning of the Park.

6. Public information and education programs will be organized regarding environmental problems.

7. All farms and improvements will have to be purchased byINDERENA.

Note. All domestic animals inside the Park limits susceptible to Foot and Mouth Disease will have to be purchased by Instituto Colombiano Agropecuario.
