

# TRACTATENBLAD

VAN HET

KONINKRIJK DER NEDERLANDEN

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JAARGANG 1956 No. 136

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A. TITEL

*Notawisseling tussen de Nederlandse en de Amerikaanse Regering  
betreffende samenwerking tussen de meteorologische diensten van de  
Nederlandse Antillen en de Verenigde Staten van Amerika;  
's-Gravenhage, 6 en 16 augustus 1956*

B. TEKST

No. I

AMERICAN EMBASSY

The Hague, August 6, 1956.

Excellency:

I have the honor to refer to conversations which have taken place between representatives of the Government of the United States of America and representatives of the Government of the Kingdom of the Netherlands regarding the desirability of establishing a co-operative program for the establishment and operation of rawinsonde observation stations in Curacao and St. Martin (Sint Maarten).

The purpose of such a program is to provide essential meteorological information for research into the origin, development, structure, and movement of hurricanes and for the preparation of hurricane warnings. The ultimate object is to achieve greater accuracy and timeliness in forecasts of hurricanes and in warnings of accompanying destructive winds, tides, and floods.

In view of the mutual benefit to our countries which is likely to result, the Government of the United States of America desires to invite the Government of the Kingdom of the Netherlands to participate in a cooperative meteorological observation program, in accordance with the following principles:

1. *Cooperating Agencies.* The cooperating agencies shall be (1) for the Government of the United States of America, the

Weather Bureau, Department of Commerce, hereinafter referred to as the United States Cooperating Agency and (2) for the Government of the Kingdom of the Netherlands, the Netherlands Antilles Meteorological Office, hereinafter referred to as the Netherlands Antilles Cooperating Agency.

2. *General Purposes.* The general purposes of the present agreement shall be as follows:
  - (a) To provide for the establishment, operation and maintenance of rawinsonde stations at or in the vicinity of Curacao and St. Martin (Sint Maarten), the exact locations to be selected by mutual arrangement between the two Cooperating Agencies, for securing reports of regularly scheduled and special rawinsonde observations; and
  - (b) To provide for the daily exchange of rawinsonde observation reports between the two Cooperating Agencies for the use of the respective countries, in addition to other exchanges previously established.
3. *Title to Property.* For the duration of the project title to all property purchased with funds supplied by the United States Cooperating Agency shall remain vested in that Agency, and title to all property supplied by the Netherlands Antilles Cooperating Agency shall remain vested in that Agency.

At the conclusion of the project, in order to assist the Netherlands Antilles Cooperating Agency to continue the operation of the station at Curacao and as a partial consideration of services rendered during the course of the project by the Netherlands Antilles Cooperating Agency in assisting with the operation of an upper-air reporting facility supplying information that is not only of value to the Netherlands Antilles Cooperating Agency but of considerable value to International Aviation and the United States Cooperating Agency for use in weather forecasting and warning as well as hurricane and tropical weather research, the United States Cooperating Agency shall transfer to the Netherlands Antilles Cooperating Agency title to existing facilities, equipment and instruments and whatever other materials may be at the site at Curacao for maintaining and operating the station.
4. *Expenditures.* All expenditures incurred by the United States Cooperating Agency shall be paid directly by the Government of the United States of America, and all expenditures incident to the obligations assumed by the Netherlands Antilles Cooperating Agency shall be paid directly by the Government of the Netherlands Antilles.
5. *Duty-Free Entry of Equipment and Supplies.* All equipment and supplies shipped from the United States of America for

use in the cooperative program, including the household goods, automobiles, and other personal effects of the United States citizen employees assigned to the program, shall be admitted into Curacao and St. Martin (Sint Maarten) duty free.

6. *Term.* The agreement shall remain in force for one year, as from the date of its entering into effect, and may be continued in force for additional periods of one year by written agreement to that effect by the two Governments, but either Government may terminate the present agreement by giving to the other Government notice in writing sixty days in advance. Participation on the part of either Government in the project contemplated by the present agreement shall be subject to the availability of funds appropriated by the legislative bodies of the respective Governments.

If the above principles meet with the approval of the Government of the Kingdom of the Netherlands I should appreciate receiving Your Excellency's reply to that effect as soon as possible in order that the technical details may be arranged by officials of the two Cooperating Agencies.

I suggest that this note and your reply thereto accepting the aforementioned principles be considered as constituting an agreement between our two governments concerning this matter, such agreement to enter into effect on the date when representatives of the two Cooperating Agencies of our Governments sign the Memorandum of Arrangement embodying the aforementioned technical details. In the event that these signatures are not simultaneous, the agreement will enter into effect on the date on which the latter signature shall have been affixed to the Memorandum. It is understood, however, that the Memorandum of Arrangement may be amended at any time by concurrence of the two Cooperating Agencies.

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

(sd.) H. FREEMAN MATTHEWS

*His Excellency*  
*J. M. A. H. Luns,*  
*Minister Without Portfolio,*  
*The Hague.*

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## No. II

## MINISTRY OF FOREIGN AFFAIRS

The Hague, August 16, 1956.

Excellency:

I have the honour to acknowledge receipt of Your Excellency's note dated August 6, 1956, addressed to my colleague Mr. Luns, and reading as follows:

(Zoals in no. I)

I have the honour to inform Your Excellency that the Government of the Kingdom of the Netherlands accept the aforementioned principles and will regard Your Excellency's note and the present reply as constituting an agreement between our two Governments concerning this matter, such agreement to enter into force in the manner indicated in Your Excellency's note.

Please accept, Excellency, the renewed assurances of my highest consideration.

(sd.) J. W. BEYEN

*His Excellency**H. Freeman Matthews,  
United States Ambassador,  
The Hague.*

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G. INWERKINGTREDING

De bepalingen van de in de nota's vervatte overeenkomst zijn ingevolge de voorlaatste alinea's van beide nota's op 12 september 1956 in werking getreden voor het tijdvak van een jaar.

Wat het Koninkrijk der Nederlanden betreft, geldt de overeenkomst slechts voor de Nederlandse Antillen.

J. GEGEVENS

Ter uitvoering van de overeenkomst is door de samenwerkende meteorologische diensten een memorandum houdende nadere regelingen ondertekend en wel te Willemstad op 27 augustus 1956 en te Washington op 12 september 1956. De tekst van dit memorandum luidt als volgt:

**Memorandum of Arrangement**

The United States Weather Bureau, Department of Commerce, hereinafter referred to as the United States Cooperating Agency, on behalf of the Government of the United States of America, and the

Netherlands Antilles Meteorological Office, hereinafter referred to as the Netherlands Antilles Cooperating Agency, on behalf of the Government of the Kingdom of the Netherlands;

Being desirous of agreeing upon technical details to give effect to the agreement between the Government of the United States of America and the Government of the Netherlands for the establishment and operation of a rawinsonde station on the Island of St. Maarten and another on the Island of Curacao in the Caribbean Sea, which was effected by exchange of notes signed August 17, 1956<sup>1)</sup>,

Have agreed as follows:

1. *Name of Undertaking.* The project carried on under the present arrangement shall be known as the "Cooperative Meteorological Observation Project of the United States Weather Bureau and the Netherlands Antilles Meteorological Office".

2. *Conduct of Work.* The observation work provided for by the present arrangement shall be prosecuted at Curacao by the Netherlands Antilles Cooperating Agency in close collaboration with the United States Cooperating Agency. At St. Maarten, it shall be carried out directly by the United States Cooperating Agency. Employees whose salaries are paid by the United States Cooperating Agency shall be considered in the sole employment of the United States Cooperating Agency. The Netherlands Antilles Cooperating Agency and its officers and agents shall be held harmless from any liability whatsoever resulting from the use of the station equipment, including vehicles, by the United States agents or employees. Employees whose salaries are paid by the Netherlands Antilles Cooperating Agency shall be considered as being in the sole employment of the Netherlands Antilles Cooperating Agency. The United States Cooperating Agency and its officers and agents shall be held harmless from any liability whatsoever resulting from the use of the station equipment, including vehicles, by the agents or employees of the Netherlands Antilles Cooperating Agency.

3. *Specific Undertakings on the Part of the United States Cooperating Agency.* The United States Cooperating Agency agrees:

- (a) To provide the necessary rawinsonde instrumental equipment and supplies, including interphone apparatus, radiosondes, balloons, parachutes, helium, and forms, as well as the necessary expendible supplies for pilot balloon observations, for maintaining and operating the upper-air observing station on Curacao and to pay the cost of transporting such equipment to the local port serving the station.

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<sup>1)</sup> Lees "August 6 and 16, 1956".

- (b) To assume responsibility for, and pay the cost of, installing and maintaining the rawinsonde equipment at Curacao, including the construction of a balloon inflation building and for the necessary training of station personnel, and to provide the services of a technician at Curacao to assist in accomplishing these objectives.
- (c) In the case of St. Maarten only, to provide all necessary instrumental equipment and supplies, to assume responsibility for and pay the cost of installing and maintaining the rawinsonde equipment and to provide the necessary personnel, office quarters and facilities, including light and electric power for maintaining and operating the rawinsonde station, and to provide transportation of rawinsonde equipment and supplies between the station and the local port serving it.
- (d) In the case of St. Maarten only, to provide for taking two rawinsonde observations daily, including Sundays and holidays at the standard times of approximately 0300 and 1500 GMT and occasionally at other times. All observations are to be taken in accordance with standard practices and procedure.
- (e) In the case of St. Maarten only, to provide the Netherlands Antilles Cooperating Agency with copies of the rawinsonde records on forms agreed upon between the Cooperating Agencies of the two Governments.

4. *Specific Undertakings on the part of the Netherlands Antilles Cooperating Agency*

- (a) To provide the necessary personnel and office quarters and facilities, including heat, light and electric power, for maintaining and operating the rawinsonde station at Curacao and to provide transportation of equipment and supplies between said station and the local port serving it.
- (b) To provide a site at St. Maarten on which the United States Cooperating Agency can establish, maintain, and operate a rawinsonde station and to assist the United States Cooperating Agency in procuring office quarters and facilities, including light and electric power for that station, at the latter's own expense.
- (c) To provide for taking two rawinsonde observations at Curacao daily, including Sundays and holidays, at the standard times of approximately 0300 and 1500 GMT and occasionally at other times upon the request of the United States Cooperating Agency when extra observations are needed for hurricane forecasting or research, and to provide for the taking of two pilot balloon observations at Curacao daily, including Sundays and holidays, at the standard times of approximately 0900

and 2100 GMT. All observations are to be taken in accordance with standard practices and procedures.

- (d) To transmit the rawinsonde and pilot balloon observation reports from Curacao promptly by radio, telegraph, or teletype to a point or points in the United States of America or its territories, mutually agreed upon by the two Cooperating Agencies, where they will be placed on the meteorological communication systems of the Government of the United States of America; and to pay the costs of these transmissions within Netherlands Antilles territory only.
- (e) To provide the United States Cooperating Agency with copies of the rawinsonde and pilot balloon records from Curacao on forms agreed upon between the Cooperating Agencies of the two Governments; and to make available to the United States Cooperating Agency the radiosonde recorder records from Curacao for reference purposes.

This Memorandum of Arrangement shall be considered in force from September 12, 1956. Participation on the part of either Cooperating Agency in the project contemplated by the present arrangement shall be subject to the availability of funds appropriated by the legislative bodies of the respective Governments.

IN WITNESS WHEREOF the undersigned, being duly authorized thereto, have executed this Memorandum of Arrangement at Willemstad, Curacao, and Washington, D.C. as of August 27, 1956 and September 12, 1956.

For the United States Weather Bureau:

By (sd.) F. W. REICHELDERFER *Sept. 12, 1956*  
*Chief, United States Weather Bureau*  
*On behalf of the Government of the United States*  
*of America*

For the Netherlands Antilles Meteorological Office:  
 By (sd.) C. P. J. ALEWIJNSE *August 27, 1956*  
*Acting Director Meteorological Service of the*  
*Netherlands Antilles*  
*On behalf of the Government of the Kingdom*  
*of the Netherlands*

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Uitgegeven de zestiende november 1956.

*De Minister van Binnenlandse Zaken a.i.,*  
 W. DREES.