

SEISMIC OBSERVATIONS

Nuclear Test Ban

**Agreement Between the
UNITED STATES OF AMERICA
and BOTSWANA**

Signed at Washington and Lobatse
October 14, 1999 and February 16, 2000



NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89—497, approved July 8, 1966
(80 Stat. 271; 1 U.S.C. 113)—

“ . . .the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof.”

BOTSWANA

Seismic Observations: Nuclear Test Ban

*Agreement signed at Washington and
Lobatse October 14, 1999 and
February 16, 2000;
Entered into force February 16, 2000.*

AGREEMENT
BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA
AND
THE GOVERNMENT OF THE REPUBLIC OF BOTSWANA
CONCERNING THE
OPERATION OF A
SEISMIC MONITORING STATION IN BOTSWANA

The Government of the United States of America and the Government of the Republic of Botswana, hereinafter referred to as the Parties,

Acknowledging that a seismic monitoring station was established at Lobatse, Botswana, pursuant to the Memorandum of Understanding ("the MOU") between the United States Geological Survey and the Geological Survey of Botswana, dated 13 August 1986, and, that the Government of the U.S. wishes to change the conditions of the MOU.

Desiring to continue operation and maintenance of the seismic monitoring station located in the Republic of Botswana in support of national requirements and the International Monitoring System (IMS) of the Comprehensive Nuclear Test Ban Treaty (hereinafter referred to as "the CTBT"),

Further desiring to obtain recognition of each Party's contribution herein towards its assessment under the CTBT,

Have agreed as follows:

ARTICLE I
PURPOSE

The Parties shall operate and maintain the seismic monitoring station located in Lobatse, Botswana pursuant to the terms of this Agreement. The provisions of the MOU relating to the seismic monitoring station are superseded by this Agreement and the MOU shall be amended by the Parties in accordance with this Agreement.

ARTICLE II
EXECUTIVE AGENTS

Each Party shall designate an Executive Agent which shall serve as cooperating agency to implement this Agreement. For the United States, the Executive Agent shall be the United States Department of Defense, Air Force Technical Applications Center, hereinafter referred to as AFTAC. For the Republic of Botswana, the Executive Agent shall be the Department of Geological Surveys, hereinafter referred to as the DGS.

ARTICLE III
IMPLEMENTATION BY EXECUTIVE AGENTS

The Parties, through their Executive Agents, shall cooperate to implement this Agreement and shall, as appropriate, enter into detailed supporting agreements for the implementation of this Agreement, hereinafter referred to as implementing agreements, to accomplish the objectives set forth in this Agreement. In case of any inconsistency between this Agreement and the implementing agreements, the provisions of this Agreement shall prevail.

ARTICLE IV
JOINT SCIENTIFIC COMMISSION

1. The Executive Agents shall establish a Joint Scientific Commission to assist in implementing this Agreement. The Joint Scientific Commission shall have access to data derived from the operation of the station and shall:

a. Prepare and recommend to the Executive Agents necessary measures to exercise and implement this Agreement.

b. Review and recommend to the Executive Agents operational and maintenance procedures at the station and subsequent changes thereto.

c. Address technical issues concerning the operation of the station that may arise on a periodic basis.

2. The Executive Agents retain responsibility for, and oversight of, the Joint Scientific Commission and may make changes at any time in the composition and procedures of the Commission, as mutually agreed.

ARTICLE V
SPECIFIC RESPONSIBILITIES OF AFTAC

In order to implement this Agreement, AFTAC shall:

1. Provide technical expertise to insure that the station shall meet the initial operating capability standards, including communication requirements.

2. Provide necessary technical equipment for the continued operation and maintenance of the station.

3. Replace technical equipment owned by the United States, as required.

4. Arrange and fund for transmission of data, as needed, from the station to the United States in accordance with AFTAC requirements.

5. Provide depot level maintenance and support and assist in performing major maintenance on the technical equipment owned by the United States.

6. To the extent required to satisfy U.S. requirements, train DGS personnel in the operation and maintenance of U.S. owned technical equipment. Training may take place within the Republic of Botswana or at a training facility in the United States. Such courses of instruction shall be conducted in English. AFTAC shall bear all expenses for training of DGS personnel when training is needed to satisfy U.S. requirements.

7. Retain title to all equipment provided by it in support of the station, including the right to remove such technical equipment from the Republic of Botswana when it is no longer required for purposes of this Agreement or upon its termination.

ARTICLE VI
SPECIFIC RESPONSIBILITIES OF
DGS

In order to implement this Agreement, DGS shall:

1. Provide all utilities and, except as elsewhere set forth in this Agreement, all equipment for the operation and maintenance of the station.

2. Operate and maintain the station in accordance with the "CTBT Operational Manual for Seismological Monitoring and the International Exchange of Seismological Data," and pursuant to Article III of this Agreement, with mutually agreed upon standards and procedures set forth in an implementing agreement.

3. Fund all operations, maintenance and communications requirements of the station, except as otherwise set forth in this Agreement.

4. Maintain physical security of all facilities and equipment associated with the station, including data lines and seismic field equipment and sensors. Provide AFTAC personnel access to all technical equipment provided by AFTAC.

5. Cooperate with the United States for the transmission of data recorded at the station to the United States, as required by AFTAC.

6. Make available upon request data recorded at the station to the International Data Center (IDC) and, as required, the prototype or provisional IDC being developed in support of the CTBT. Transmission of such data to the IDC or PIDC will be consistent with the global communications infrastructure plan developed by the CTBT Preparatory Commission and as subsequently approved by the CTBT Organization.

7. When training of DGS personnel by AFTAC is required, provide trainees who have the required technical skills.

8. As required, arrange for the authorization of frequencies for land mobile radios, data links, and other communication requirements, as necessary.

9. Take any measures necessary to work, as appropriate, with the Preparatory Commission or the CTBT Organization to ensure that the station will be IMS certified and will ensure compliance with the CTBT and its Preparatory Commission requirements that data from this station will be made available upon request to the International Data Center and, as appropriate, the Provisional International Data Center.

ARTICLE VII ENTRY AND EXIT OF UNITED STATES PERSONNEL AND AIRCRAFT

1. The Chief Immigration Officer of Botswana shall facilitate the entry and exit of military and civilian personnel of the United States and contractor personnel of the United States into and out of the territory of Botswana for the purpose of carrying out activities pursuant to this Agreement, provided they hold valid national passports.

2. Aircraft and vessels operated by or for the United States in connection with activities in the Republic of Botswana pursuant to this Agreement, shall be free of customs charges, landing fees, navigation charges, airport charges, port charges, and any other charges assessed on the territory of the Republic of Botswana. Aircraft and vessels owned and operated by the United States Department of Defense shall be free of customs inspections.

ARTICLE VIII THIRD PARTY TRANSFERS

Unless the written consent of the United States has first been obtained, the Republic of Botswana shall not transfer any material, training, or services which have been provided pursuant to this Agreement to any entity, other than an officer, employee, or agent of the Republic of Botswana and shall not permit the use of such material, knowledge, or services for purposes other than those for which it has been furnished.

ARTICLE IX
CLAIMS

1. The Parties waive any and all claims against each other for damage to property owned by each Party, or death or injury to any military personnel or civilian government personnel of either Party, arising out of any activities in connection with this Agreement.

2. All claims by third parties, other than contractual claims, shall be dealt with by each Party in accordance with its national laws and applicable international agreements between the Parties.

ARTICLE X
FUNDING

1. The activities of the Parties under this Agreement shall be carried out in accordance with their respective laws and the obligations of the Parties shall be subject to the availability of appropriated funds for such purposes. Each Executive Agent shall promptly notify the other if available funds are not adequate to fulfill its obligations under this Agreement. In such an event, the Executive Agents shall immediately consult with a view toward continuation of operations on a modified basis, as mutually agreed.

2. As set forth in Article IV, paragraph 22 of the CTBT, and the appropriate provisions of the Financial Regulations of the Preparatory Commission for the CTBT Organization, decisions of the Preparatory Commission (for example, CTBT/PC/III/CRP.2/Rev.2 and CTBT/PC/III/CRP.15/Rev.1) and taking into account any subsequent decisions taken by the Preparatory Commission and the CTBT Organization, the Parties may submit a request, either independently or jointly, for a reduced assessment to the Preparatory Commission or the Executive Council. Prior to such request, the Parties shall have agreed on the division of funding that each Party contributed toward the establishment/upgrade of the station and the Republic of Botswana shall have informed the CTBT Preparatory Commission or the Executive Council of the results of such agreements.

ARTICLE XI
STATUS OF UNITED STATES PERSONNEL

Military and civilian personnel of the United States present in the territory of Botswana for the purpose of implementing this Agreement shall be accorded privileges and immunities equivalent to those accorded administrative and technical staff personnel in accordance with the Vienna Convention on Diplomatic Relations of April 18, 1961.

ARTICLE XII
TAXES, CUSTOMS DUTIES AND OTHER CHARGES

1. The United States, its personnel, contractors, and contractors' personnel shall not be liable in connection with activities under this Agreement to pay any income tax or similar charge assessed on the territory of Botswana.

2. The Government of Botswana shall exempt:

a. AFTAC from all customs duties and sales tax and excise duties and import taxes which would otherwise be imposed on: the materials, equipment and supplies imported or purchased from bond for the sole use by the AFTAC in execution of programs for the operations of the Seismic Station.

b. AFTAC's personnel from the payment of all Customs and Excise duties and import taxes on new or used personal and household effects (including one motor vehicle per family) which are the property of the personnel, their families or other members of their households imported for their own personal and for domestic use within six months of their first arrival in Botswana.

However, appropriate amount of duty shall be payable on the exempted materials, equipment and motor vehicles if sold in Botswana to a person or organization not similarly privileged.

ARTICLE XIII
AWARD OF CONTRACTS BY THE UNITED STATES

In the event that the United States awards contracts for the acquisition of articles and services to implement this Agreement, such contracts shall be awarded in accordance with the laws and

regulations of the United States. Acquisition of materials and services in the Republic of Botswana by or on behalf of the United States for implementing this Agreement shall not be subject to any taxes, fees, or similar charges on the territory of the Republic of Botswana.

ARTICLE XIV
DOCUMENT SECURITY AND VISITS TO THE STATION

The purpose and operations related to the station shall be unclassified by the Parties. The Parties shall have full access to the data collected at the station. Visitors approved by the DGS may tour and visit the station following consultation with the United States Executive Agent.

ARTICLE XV
LANGUAGE REQUIREMENTS

All documentation provided in support of this Agreement shall be in the English language. Any requirement to translate this documentation into another language shall be the responsibility of the DGS.

ARTICLE XVI
DISPUTE SETTLEMENT PROCEDURES

Any disagreement or dispute relating to the interpretation, application or implementation of this Agreement shall be resolved by consultation between the Executive Agents or consultations between the Parties and shall not be referred to a third party or international tribunal.

ARTICLE XVII
EXAMINATIONS

Upon written request provided thirty days in advance, representatives of the US Party shall have the right during the period of this Agreement to examine the use of any equipment, training and other services provided under the terms of this Agreement at sites of their location or use.

ARTICLE XVIII
ENTRY INTO FORCE, DURATION, AMENDMENT, AND TERMINATION

This Agreement shall enter into force upon signature. This Agreement shall remain in force for 10 years or until six months after the receipt by either Party of written notification from the other Party of its intention to terminate this Agreement. Unless one of the Parties notifies the other Party of the termination of the Agreement six-months in advance of the end of this initial 10-year period, it will continue to be in force from year to year until terminated by agreement of the Parties or by either Party after 6-months written notice before the end of each subsequent year. This Agreement may be amended or extended by the written agreement of the Parties. Notwithstanding the termination of this Agreement or the implementing agreements, the obligations of the Republic of Botswana in accordance with Articles VIII and IX of this Agreement shall continue to apply without respect to time, unless otherwise agreed in writing by the Parties.

DONE, in duplicate, in the English language.

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA


(Signature)

~~JEFFERY B. KOHLER, Brig Gen, USAF~~
Asst Dep. Under Sec of the Air Force
International Affairs

14 OCT 1999

(Date)

Washington, DC
(Location)

FOR THE GOVERNMENT OF
THE REPUBLIC OF BOTSWANA


(Signature)


(Title)

16. 2. 2000
(Date)


(Location)