

## **REGIONAL ISSUES**

### **Compact of Free Association**

### **Weather Services and Related Programs**

**Amendment to Article VII of the  
Federal Programs and Services  
Agreement Between the  
UNITED STATES OF AMERICA  
and PALAU**

Signed at Honolulu September 3, 2010



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.”

## **PALAU**

### **Regional Issues: Compact of Free Association Weather Services and Related Programs**

*Amendment to Article VII of the Federal Programs and  
Services Agreement;*

*Signed at Honolulu September 3, 2010;*

*Entered into force September 19, 2018.*

**Appendix E(2):**

**Agreement Between  
the Government of the United States of America  
and  
the Government of the Republic of Palau  
to Amend Article VII of the Federal Programs and Services  
Agreement Concluded Pursuant to Article II of Title Two and  
Section 232 of the Compact of Free Association**

The Government of the United States of America and the Government of the Republic of Palau hereby agree to amend Article VII of the Federal Programs and Services Agreement Concluded Pursuant to Article II of Title Two and Section 232 of the Compact of Free Association, signed at Palau on January 10, 1986 (the Compact), to read as follows:

**Article VII  
Weather Services and Related Programs**

1. The United States Department of Commerce's National Oceanic and Atmospheric Administration's (NOAA) National Weather Service (hereafter referred to as the National Weather Service) shall, subject to the availability of appropriated funds, provide weather services and related programs in Palau as described in this Article at the levels equivalent to those available to Palau during Fiscal Year 2009.
2. These services and related programs shall be provided pursuant to:
  - (a) the provisions of the National Weather Service organic authority, 15 U.S.C. 313; the International Aviation Facilities Act, 49 U.S.C. 47301-47306; and 49 U.S.C. 44720;
  - (b) other provisions of the laws of the United States to the extent they expressly apply to the National Weather Service;
  - (c) weather treaties and other international weather agreements to which the United States is a party;
  - (d) applicable Executive Orders of the President of the United States; and
  - (e) implementing National Weather Service regulations.
3. The Government of Palau may issue weather forecasts under such terms as may be mutually agreed with the National Weather Service. The Government of the United States shall, however, continue to provide public, marine and aviation weather forecasts and severe weather warnings.

4. The Government of Palau may take such transitional actions as may be necessary to prepare for the establishment and support of its own weather service. Such transitional actions may be initiated at any time prior to termination of the Compact pursuant to Article IV of Title Four of the Compact or prior to termination of this Article pursuant to Article XII of this Agreement. At the request of the Government of Palau, prior to the establishment of its own weather service, the National Weather Service shall provide advice in the development of the weather service of Palau.

5. The National Weather Service shall provide weather services and related programs pursuant to this Article, in part, through Weather Service Offices (WSO) established in Palau.

(a) As of October 1, 1994 all employees at the WSO in Palau shall be employed in like positions by the Government of Palau;

(b) Reimbursements for weather services and duties and responsibilities of station employees shall be set forth in the contract statement of work, negotiated between the National Weather Service and the Government of Palau; and

(c) The Government of the United States shall reimburse the Government of Palau for costs incurred under this paragraph.

6. The Government of Palau shall provide land, suitable to both Parties for construction of a Weather Service Office. Said land will be conveyed to the United States via a no cost lease through the life of this Agreement and subsequent agreements.

7. As required to implement the services and related programs provided pursuant to this Article or to meet technological change, the National Weather Service shall train employees of the Government of Palau assigned to WSOs and Supplemental Aviation Weather Reporting Station (SAWRS) observing sites. The Government of the United States shall reimburse the Government of Palau for costs incurred for training approved by the National Weather Service.

8. The National Weather Service shall inspect all WSOs and SAWRS observing sites on a regular basis to assure the quality of meteorological operations.

9. The National Weather Service shall provide and maintain WSOs pursuant to Article V of this Agreement, including meteorological observatories and other buildings, and shall maintain and replace meteorological and other equipment of the National Weather Service.

10. The National Weather Service shall provide the supplies and expendables required for the operation of its programs and related services.

11. Pursuant to Article III of Title One of the Compact, the radio operating frequencies in the bands 401-406 MHz and 1660-1700 MHz shall be protected by the Government of Palau in order to ensure their interference-free use for rawinsonde observations, in accordance with the provisions of Radio Regulations annexed to the International Telecommunication

**Convention.** Other radio operating frequencies may be substituted for those set forth in this paragraph by mutual agreement of the Government of Palau and the Government of the United States.

12. The Government of Palau, in order to assure that it receives the most current meteorological information and that such information will be available on a global basis, shall provide continuing access to its telecommunications services, for meteorological traffic to and from Guam, and such other points as may be designated by the Government of the United States. Additionally, the NWS may install satellite communications capabilities (VSAT) within the Palau weather service office to ensure redundant communications paths.

This Agreement to amend Article VII of the Federal Programs and Services Agreement Concluded Pursuant to Article II of Title Two and Section 232 of the Compact of Free Association shall enter into force on the date of the last note of an exchange of diplomatic notes by which the Government of the United States of America and the Government of the Republic of Palau inform each other that all internal procedures necessary for its entry into force have been fulfilled. This Agreement may be amended by the Government of the United States of America and the Government of the Republic of Palau at any time by mutual written agreement. This Agreement shall remain in force through September 30, 2024, subject to Article IV, Title Four of the Compact.

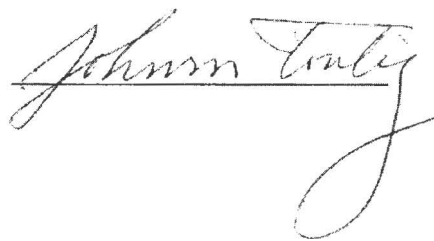
IN WITNESS WHEREOF, the undersigned, duly authorized by their respective Governments, have signed this Agreement.

DONE AT Honolulu, USA, in duplicate, this 3rd day of September, 2010, in the English language.

FOR THE GOVERNMENT  
OF THE UNITED STATES OF AMERICA:

Handwritten signature of Frank A. Reed in cursive script.

FOR THE GOVERNMENT  
OF THE REPUBLIC OF PALAU:

Handwritten signature of Johnson Tontig in cursive script.