

SEISMIC OBSERVATIONS

**Memorandum of Understanding
Between the
UNITED STATES OF AMERICA
and PARAGUAY**

Signed at Asuncion September 13, 1999



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.”

PARAGUAY

Seismic Observations

*Memorandum of understanding signed at
Asuncion September 13, 1999;
Entered into force September 13, 1999.*

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA
AND
THE GOVERNMENT OF THE REPUBLIC OF PARAGUAY
CONCERNING THE
OPERATION OF A
SEISMIC MONITORING STATION IN PARAGUAY

The Government of the United States of America and the Government of the Republic of Paraguay, hereinafter referred to as the parties,

Acknowledging that a seismic monitoring station was established in the district of Caapucu, Department of Paraguari, Paraguay, pursuant to the memorandum of understanding ("The MOU") between the United States Geological Survey and Comision Nacional de Desarrollo Regional Integrado del Chaco, dated 4 August 1989, and that the Government of the United States wishes to change the conditions of the MOU,

Desiring to continue operation and maintenance of the Seismic Station in the Republic of Paraguay 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 the District of Caapucu, Department of Paraguari, Paraguay pursuant to the terms of this agreement and taking into account the CTBT. The provisions of the MOU relating to the Seismic Monitoring Station are superseded by this agreement and the MOU shall be amended by the parties to be consistent with the conditions of this agreement.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 Paraguay, the executive agent shall be the Faculty Of Natural and Exact Sciences Seismological Observatory UNA, hereinafter referred to as the UNA.

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 for an IMS station, 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 U.S. requirements.
5. Provide depot level maintenance and support and assist in performing major maintenance on the technical equipment owned by the United States.

To the extent required to satisfy U.S. requirements, train UNA personnel in the operation and maintenance of U.S. owned technical equipment. Training may take place within the Republic of Paraguay 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 UNA personnel when training is needed to satisfy U.S. requirements.

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

ARTICLE VI
Specific Responsibilities of The Faculty of Natural and Exact Sciences
(Department of Geology) of the National
University of Asuncion UNA

In order to implement this agreement, the UNA 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. Administer 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 as required by AFTAC. The content of this data will be previously agreed to by the parties (AFTAC—The Faculty of Natural Exact Sciences Seismological Observatory UNA).

6. Transmit all data recorded at the station to the International Data Center (IDC) and, as required, the prototype and provisional IDC 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 CTST preparatory commission and as subsequently approved by the CTBT Organization.

7. When training of UNA personnel by AFTAC is required, The Faculty of Natural and Exact Sciences will select trainees who have the required technical skills to participate in the training. AFTAC shall provide a translator in the event that such personnel do not have a working knowledge of the English language, personnel trained by the U.S. should remain at the station at least three years following completion of the training course.

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 transmitted, uninterrupted 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. Paraguay 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 Paraguay for the purpose of carrying out activities pursuant to this agreement.

2. Aircraft and vessels operated by or for the United States in connection with activities in the Republic of Paraguay pursuant to this Agreement, shall be free of customs charges in the territory of Republic of Paraguay. 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 Paraguay 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 Paraguay 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

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.

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

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 appropriate 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.

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 shall have contributed toward the establishment/upgrade of the station and the government of the Republic of Paraguay 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 Paraguay 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 contractor's personnel shall not be liable in connection with activities under this agreement to pay any tax or similar charge assessed in the territory of Paraguay.
2. The United States, its personnel, contractors, and contractor's personnel may import into, and export out of, Paraguay any material, equipment, supplies, or services which are required to be imported or exported in order to implement this agreement. Such import and export of material or services shall not be subject to:
 - A. Any duties, customs, or other charges or fees assessed on the territory of Paraguay.
 - B. Any licensing, customs inspections, or similar restrictive procedures by Paraguay or its authorized agents.

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 of America. Acquisition of materials and services in the Republic of Paraguay 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 Paraguay.

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 UNA 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 the Spanish language shall be the responsibility of the UNA.

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

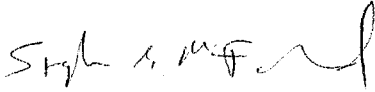
Upon written request provided thirty days in advance, representatives of the US Party shall have the right during the period of this agreement to examine the use of any equipment, training and other services provided under the terms of this agreement at sites of their location or use.

ARTICLE XVIII
Entry into Force, Duration, Amendment, and Termination

1. This agreement shall enter into force upon signature.
2. This agreement shall remain in force for ten years, with an automatic extension for subsequent ten-year periods.
3. This agreement may be terminated by mutual agreement, or by either party unilaterally upon six months prior written notification to the other party of its intention to terminate this agreement. This agreement may be amended by the written agreement of the parties.
4. Notwithstanding the termination of this agreement or the implementing agreements, the obligations of the Republic of Paraguay 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 at Asuncion this 13 Day of September 1999.

For the Government of the
United States of America



Stephen G. McFarland
Charge d'Affairs, a.i.

For the Government of
the Republic of Paraguay



Dr. Jose Felix Fernandez Estigarribia
Minister of Foreign Affairs