

No. 13068

**UNITED STATES OF AMERICA
and
EL SALVADOR**

Exchange of notes constituting an agreement relating to the prevention of foot-and-mouth disease and rinderpest (with Cooperative Agreement of 28 February 1973 between the Ministry of Agriculture and Livestock of El Salvador and the United States Department of Agriculture). San Salvador, 28 February and 2 March 1973

Authentic texts: English and Spanish.

Registered by the United States of America on 12 February 1974.

**ÉTATS-UNIS D'AMÉRIQUE
et
EL SALVADOR**

Échange de notes constituant un accord relatif à la prévention de la fièvre aphteuse et de la peste bovine (avec Accord de coopération du 28 février 1973 entre le Ministère de l'agriculture et de l'élevage salvadorien et le Département de l'agriculture des États-Unis). San Salvador, 28 février et 2 mars 1973

Textes authentiques : anglais et espagnol.

Enregistré par les États-Unis d'Amérique le 12 février 1974.

EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹
BETWEEN THE UNITED STATES OF AMERICA AND
EL SALVADOR RELATING TO THE PREVENTION OF
FOOT-AND-MOUTH DISEASE AND RINDERPEST

I

The American Ambassador to the Salvadoran Minister of Foreign Affairs

No. 81

San Salvador, February 28, 1973

Excellency:

I have the honor to enclose English and Spanish copies of the Cooperative Agreement between our two countries signed today by the Minister of Agriculture of the Republic of El Salvador and myself concerning joint efforts to control foot-and-mouth disease and rinderpest. As stated in paragraph 19 of the Agreement, it will become effective on the date upon which diplomatic notes transmitting the signed Accord are exchanged. This note confirms the acceptance of this Agreement by the Government of the United States of America; and Your Excellency's responding note acknowledging the receipt of this note and confirming the acceptance of this Agreement by the Government of El Salvador will bring the Agreement into force.

Accept, Excellency, the assurances of my highest consideration.

Enclosure:

Cooperative Agreement.

HENRY E. CATTO, Jr.

His Excellency Mauricio Borgonovo
Minister of Foreign Affairs
San Salvador

COOPERATIVE AGREEMENT BETWEEN THE MINISTERIO DE AGRICULTURA Y GANADERÍA OF THE REPUBLIC OF EL SALVADOR THROUGH ITS DEPARTAMENTOS DE DEFENSA AGROPECUARIA Y DE SANIDAD ANIMAL AND THE UNITED STATES DEPARTMENT OF AGRICULTURE, ANIMAL AND PLANT HEALTH INSPECTION SERVICE

Enrique Alvarez Córdova, of legal age, residing in the city of San Salvador, acting on behalf of the Ministerio de Agricultura y Ganadería through its Departamentos de Defensa Agropecuaria y de Sanidad Animal of the Republic of El Salvador, which will be referred to in this document as "the Ministry," and the Animal and Plant Health Inspection Service acting on behalf of the Secretary of the United States Department of Agriculture, which shall

¹ Came into force on 2 March 1973 by the exchange of the said notes, in accordance with paragraph 19 of the Cooperative Agreement of 28 February 1973.

be referred to as “the Department” hereby agree to carry out a Cooperative Agreement in the Republic of El Salvador to prevent the entrance into the territory of this Republic of foot-and-mouth disease and rinderpest; to quickly detect the diseases should they gain entrance; and to provide for their eradication should outbreaks occur.

The Ministry and the Department shall accomplish this Agreement in accordance with the laws of the Republic of El Salvador. Public Law 92-152 (21 U.S.C. 114b) authorizes the Secretary of Agriculture of the United States to cooperate with the Governments of Mexico, Guatemala, El Salvador, Costa Rica, Honduras, Nicaragua, British Honduras, Panama, Colombia, and Canada in the prevention, control and eradication of foot-and-mouth disease, rinderpest, and other communicable diseases of animals.

Under the authority of Public Law 92-152, the Department will conduct cooperative work with the Ministry. The Government of the Republic of El Salvador shall provide annual appropriations to enable the Ministry to carry out its part of the Agreement. The Department, subject to the availability of appropriations, shall annually provide funds to enable carrying out its portion of the Agreement.

GENERAL ORGANIZATION AND FUNCTIONS

In order that the Cooperative Program be efficiently carried out we agree upon the following:

1. A Cooperative Agreement is established between the Ministry and the Department for the prevention of foot-and-mouth disease and rinderpest in the Republic of El Salvador.
2. The Ministry will provide the services of at least one veterinarian to be assigned exclusively to the cooperative activities in the Republic of El Salvador under this Agreement. The Department, subject to the availability of appropriations, will provide the services of at least one veterinarian who will be assigned exclusively to the Cooperative Program to prevent foot-and-mouth disease and rinderpest in Central America and Panama. The United States veterinarian will divide his time between the Republic of El Salvador and the other countries cooperating in the program. The field work in the Republic of El Salvador will be conducted by a veterinary team or teams consisting of one veterinarian from El Salvador and one United States veterinarian. The selection of veterinarians assigned to work in the Cooperative Program in the Republic of El Salvador will be subject to mutual approval of the Ministry and the Department.

Cooperative activities will include:

- a) Continuing surveillance for vesicular diseases and rinderpest;
- b) Investigating reports of vesicular diseases and rinderpest;
- c) Collecting diagnostic materials for laboratory examination. (Diagnostic materials from animals suspected of having foot-and-mouth disease or rinderpest shall be submitted for examination to a jointly recognized laboratory.);
- d) Participating in organizing livestock owners into vigilance committees to report evidence of vesicular diseases and rinderpest;
- e) Developing practical plans for the immediate eradication of foot-and-mouth disease and rinderpest;
- f) Training of Salvadoran veterinarians and others in the practical application of foot-and-mouth disease and rinderpest eradication plans;
- g) Developing and distributing informational material to inform livestock owners about foot-and-mouth disease and rinderpest;

- h) Providing technical assistance and advice to promote effective legislation in El Salvador that will allow it to act promptly and efficiently in the eradication of foot-and-mouth disease and rinderpest;
- i) Assisting in developing or improving import procedures for the Republic of El Salvador; however, United States representatives will limit their assistance to technical advice in formulating and improving laws, regulations, and procedures for the importation of animals, animal by-products, and associated materials;
- j) Conducting other appropriate activities associated with foot-and-mouth disease and rinderpest prevention in the Republic of El Salvador, such as assessing, reviewing and evaluating periodically any prevention program for these diseases which may be put into effect by the Ministry.

3. Salaries and expenses for personnel employed by the Republic of El Salvador and assigned to work on the Cooperative Program will be paid by the Government of El Salvador. Salaries and expenses for personnel employed by the Department and assigned to work on the Cooperative Program will be paid by the Department.

4. The Ministry and the Department will arrange for the appointment of an advisory committee consisting of such persons as they may deem appropriate. The advisory committee will provide advice in formulating and improving laws, regulations, and procedures to prevent the entrance into the Republic of El Salvador of foot-and-mouth disease and rinderpest; to quickly detect the diseases should they gain entrance; and to provide for their eradication should outbreaks occur.

5. The Government of El Salvador will pay all expenses which may be incurred by Salvadoran Armed Forces or other personnel for quarantine, patrol, and other enforcement duties as may be required.

6. The Ministry will furnish adequate clerical assistance and adequate office and other space, to personnel of the Ministry and to those assigned by the Department, for administrative work under this Agreement.

7. The Government of El Salvador will facilitate the entry into, exit from, and travel within its territory by United States personnel participating in the Cooperative Program while on missions under this Agreement.

8. Officials and employees of the Department participating in the Cooperative Program will enjoy the privileges and immunities accorded to diplomatic personnel of the Embassy of the United States of America in El Salvador in respect to immunity from the criminal jurisdiction of the Republic of El Salvador. Such officials and employees will enjoy immunity from civil and administrative jurisdiction of the Republic of El Salvador in respect to acts performed in the exercise of their functions under this Agreement.

9. The Government of El Salvador will permit the duty-free entry and the disposal of personal effects, household goods, and vehicles of United States personnel participating in the Cooperative Program and of their immediate household in accordance with the same practices and regulations as are applied by the Government of El Salvador to diplomatic personnel of the United States Embassy in El Salvador.

10. Salaries and income derived from sources outside of the Republic of El Salvador by the United States personnel participating in the Cooperative Program will not be subject to El Salvador taxes.

11. The Government of El Salvador will provide for duty-free import and export of materials such as equipment and supplies needed to conduct the necessary activities under the Cooperative Program. Equipment purchased by each participating country will remain the property of the country that purchased the equipment.

12. The Government of the Republic of El Salvador will provide free mailing privileges for correspondence and literature issued under the Cooperative Program.

13. Communications, regulations, and instructions pertaining to operations under this Agreement shall be issued jointly by the Ministry and the Department.

14. Neither the Government of El Salvador nor the United States Government will carry out studies or experiments with foot-and-mouth disease or rinderpest virus in the Republic of El Salvador.

15. The Government of the Republic of El Salvador agrees to actively seek whatever legislation is necessary to develop

(a) an effective foot-and-mouth disease and rinderpest prevention program and

(b) an effective eradication program should foot-and-mouth disease or rinderpest occur.

16. The Government of the Republic of El Salvador agrees to actively seek cooperation from individuals and organizations such as livestock breeders, livestock organizations, Ministry of Defense, and other Government and private organizations and other individuals in order to more effectively accomplish the object of this Agreement.

17. This Agreement may be amended to provide for joint action in the prevention, control and eradication of specific communicable diseases other than foot-and-mouth disease and rinderpest by an exchange of correspondence and mutual concurrence between the Ministers or Secretaries of Agriculture of the two countries. Such an amendment will be followed by an exchange of diplomatic notes between the two Governments. This Agreement may be amended in other matters by an exchange of correspondence between the Ministers or Secretaries of Agriculture of the two countries, confirmed by an exchange of diplomatic notes between the two Governments.

18. This Agreement shall remain in force until 120 days after either Government shall have given written notice to the other of a desire to terminate the Agreement.

19. This Agreement shall enter into force on the date upon which notes are exchanged between the two Governments

Date: 28 February 1973

E. ALVAREZ C.
Ministerio de Agricultura y Ganadería¹

Date: 28 February 1973

HENRY E. CATTO JR.
Ambassador of the United States of America

[SPANISH TEXT — TEXTE ESPAGNOL]

II

MINISTERIO DE RELACIONES EXTERIORES
REPÚBLICA DE EL SALVADOR, C.A.
SECRETARÍA DE ESTADO

A. No.-4000

San Salvador, 2 de marzo de 1973

Señor Embajador:

Tengo la honra de acusar recibo de la atenta nota de Vuestra Excelencia, No. 81, de fecha 28 del mes próximo pasado y con la cual remite copia en los

¹ Ministry of Agriculture and Livestock.

prevención, control y erradicación de enfermedades contagiosas específicas además de la Fiebre Aftosa y la Peste Bovina por un intercambio de correspondencia y de mutuo acuerdo entre los Ministros o Secretarios de Agricultura de los dos países. A tal reforma le seguirá un intercambio de notas diplomáticas entre los dos Gobiernos. Este Acuerdo puede ser reformado en otros aspectos por un intercambio de correspondencia entre los Ministros o Secretarios de Agricultura de los dos países, confirmado por un intercambio de notas diplomáticas entre los dos Gobiernos.

18. El presente Acuerdo tendrá vigencia hasta 120 días después de que cualquiera de los dos Gobiernos haya notificado por escrito a la otra parte su deseo de retirarse del mismo.

19. Este instrumento entrará en vigor en la fecha del intercambio de notas diplomáticas de los dos Gobiernos confirmando su acuerdo con el contenido del presente Acuerdo Cooperativo.

Fecha: 28 Feb. 1973

E. ALVAREZ C.
Ministerio de Agricultura y Ganadería

Fecha: Feb. 28, 1973

H. E. CATTO Jr.
Embajador de los Estados Unidos de America

[TRANSLATION¹ — TRADUCTION²]

MINISTRY OF FOREIGN AFFAIRS
REPUBLIC OF EL SALVADOR
DEPARTMENT OF STATE

A. No. 4000

San Salvador, March 2, 1973

Mr. Ambassador:

I have the honor to acknowledge receipt of Your Excellency's note No. 81 of February 28, 1973, transmitting a copy in the Spanish and English languages of the Cooperative Agreement signed on that same date by Mr. Enrique Alvarez Córdova, Minister of Agriculture and Livestock, representing the Government of the Republic of El Salvador, and Your Excellency, representing the Government of the United States of America.

Thanking Your Excellency for your courteous attention, I confirm my Government's acceptance of the Agreement and renew to you the assurances of my highest and most distinguished consideration.

[Signed]

MAURICIO ALFREDO BORGONOVO POHL
Minister of Foreign Affairs

His Excellency Henry E. Catto
Ambassador Extraordinary and Plenipotentiary of the United States of America

¹ Translation supplied by the Government of the United States of America.

² Traduction fournie par le Gouvernement des Etats-Unis d'Amérique.