



Treaty Series No. 35 (1989)

Agreement

between the Government of the
United Kingdom of Great Britain and Northern Ireland
and the Government of the Republic of Vanuatu
in support of Upper Air Observations
at Bauerfield, Vanuatu

Port Vila, 7 April 1989

[The Agreement entered into force on 7 April 1989]

*Presented to Parliament
by the Secretary of State for Foreign and Commonwealth Affairs
by Command of Her Majesty
August 1989*

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**AGREEMENT
BETWEEN THE GOVERNMENT OF THE
UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND
AND THE GOVERNMENT OF THE REPUBLIC OF VANUATU IN
SUPPORT OF UPPER AIR OBSERVATIONS AT BAUERFIELD, VANUATU**

The Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the Republic of Vanuatu;

Desiring to contribute to the implementation of the World Weather Watch Plan in accordance with Resolution 16 adopted by the Fifth Congress of the World Meteorological Organization of the United Nations;

Have agreed as follows:

ARTICLE 1

General

(1) The Upper Air Station (hereinafter referred to as "the Station") for making radiosonde and upper wind observations at Bauerfield in Vanuatu shall continue to be operated. For the purposes of this Agreement radiosonde observations include observations of atmospheric pressure, temperature and humidity in the upper air obtained by electronic means and radio-wind observations, obtained from the tracking of a free balloon by electronic means, provide the data necessary for the computation of upper wind.

(2) The Government of the Republic of Vanuatu shall act on behalf of the Contracting Parties in the operation of the Station for the purposes indicated in this Agreement.

ARTICLE 2

Competent Authorities

(1) For the purposes of this Agreement the Competent Authorities of the Contracting Parties shall be:

- (a) In the United Kingdom; the Meteorological Office, Ministry of Defence (Air Force Department);
- (b) In Vanuatu; the Vanuatu Meteorological Service, Ministry of Public Works, Communications, Transport, Civil Aviation and Tourism, Vila.

(2) At the request of one Competent Authority the other Competent Authority shall provide any relevant information which can reasonably be made available concerning the efficiency, operation and costs of the Station.

ARTICLE 3

Responsibilities of the Government of the Republic of Vanuatu

The Government of the Republic of Vanuatu shall recruit and train staff for the operation and maintenance of the Station and operate and maintain the Station in accordance with the provisions of this Agreement and with such requirements as may be agreed from time to time between the Competent Authorities. In the discharge of these responsibilities the Government of the Republic of Vanuatu shall pay due regard to efficiency and economy.

ARTICLE 4

**Responsibilities of the Government of the United Kingdom of Great Britain
and Northern Ireland**

The Government of the United Kingdom of Great Britain and Northern Ireland shall give such technical advice as may be required by the Government of the Republic of Vanuatu for the efficient operation and maintenance of the Station.

ARTICLE 5

Staffing

- (1) The staff establishment of the Station shall consist of:
 - (a) an Officer-in-Charge of the Station;
 - (b) a Technical Officer who will be responsible for the maintenance and occasional installation of equipment at the Station;
 - (c) Operators, the number to be laid down by agreement between the Contracting Parties.
- (2) The Technical Officer may be recruited in the United Kingdom or elsewhere, normally for a period of two or three years at a time, subject to renewal. An expatriate shall receive the emoluments appropriate to metropolitan staff working overseas and will be provided with suitable domestic accommodation by the Government of the Republic of Vanuatu.
- (3) Locally engaged personnel will be recruited to the Vanuatu Public Service and receive the emoluments appropriate to their grades. The Government of the Republic of Vanuatu shall arrange for any necessary training of staff which cannot be undertaken locally to be carried out in Australia or elsewhere. As far as possible operators shall be trained locally under arrangements made by the Officer-in-Charge of the Station.

ARTICLE 6

Finance

- (1) The costs to be borne include:
 - (a) the operation and maintenance of the Station;
 - (b) equipment (including spares and the replacement of equipment when necessary);
 - (c) the associated freight charges of import as necessary of equipment and materials;
 - (d) works and other services;
 - (e) training of staff and other such costs as any become necessary from time to time for the efficient operation of the Station.
- (2) The Government of the United Kingdom of Great Britain and Northern Ireland shall contribute 65,000 pounds (at 1989 prices) to the costs of consumable equipment and spares for the ground equipment utilised at the Station, expressed in Sterling. The consumable equipment shall consist of radiosondes and balloons. The ground equipment utilised at the Station shall be considered as the hydrogen generator and radiosonde receiving and computation equipment.
- (3) The Government of the Republic of Vanuatu shall be responsible for, and bear the cost of, transporting all equipment and materials from the point of entry to the Station.
- (4) The Government of the Republic of Vanuatu shall be responsible for all costs, other than those borne by the United Kingdom of Great Britain and Northern Ireland by virtue of Article 6(2), either directly or by Agreement with third parties. To this end, the Government of the Republic of Vanuatu may negotiate supplementary Agreements with third parties whose terms shall require the agreement of the Government of the United Kingdom of Great Britain and Northern Ireland.
- (5) The Contracting Parties shall jointly take such measures as are considered necessary to ensure that the Station shall operate as efficiently and economically as possible.
- (6) The Contracting Parties further agree to the detailed financial procedures set out in Annex B to this Agreement.

ARTICLE 7

Entry into force, duration and termination

- (1) The Agreement shall enter into force on the date of signature.
- (2) This Agreement shall remain in force for an initial period of five years. Thereafter it shall continue in force unless it is terminated in accordance with the provisions of this paragraph. At any time after the expiration of the fourth year from the date of entry into force of this Agreement, any Contracting Party may give the other Contracting Party written notice of termination of the Agreement; such notice shall take effect one year after date of its receipt by the other Contracting Parties.
- (3) At the request of one Competent Authority, and in any event in the tenth year of the Agreement, representatives of all the Competent Authorities shall meet at a mutually convenient time to review the operation of this Agreement.

In witness whereof the undersigned, duly authorised thereto by their respective governments, have signed this Agreement.

Done in duplicate at Port Vila this seventh day of April 1989.

For the Government of the United
Kingdom of Great Britain and
Northern Ireland:

J. THOMPSON

For the Government of the Republic of
Vanuatu:

E. NATAPEI

ANNEX A

Technical Requirements

Operation of the Station

- (1) The daily operational programme for the Station shall be one radiosonde and upper wind ascent at 0000 GMT and one upper wind ascent at 1200 GMT.
- (2) Reports of upper air observations shall be promptly disseminated to the countries requiring them in accordance with relevant World Meteorological Organization procedures.
- (3) A record of the upper air observations made by the Station shall be compiled and climatological data, including aerological summaries, shall be regularly prepared, distributed or published as advised by the competent Authorities.

Report on the Operation of the Station

- (4) The Vanuatu Meteorological Service shall render a monthly report on the operation of the Station to the Government of the United Kingdom of Great Britain and Northern Ireland.

Replacement of Equipment

- (5) When equipment is due for replacement the new equipment shall be selected by the Competent Authorities in consultation with the Director of the Vanuatu Meteorological Service. Prime consideration will be economy, efficiency and ease of operation and maintenance.
- (6) All other equipment, including consumable items, shall be purchased and delivered under arrangements made by the Government of the Republic of Vanuatu on behalf of the Contracting Parties.

Maintenance

- (7) The Government of the Republic of Vanuatu shall be responsible for maintenance of the site, buildings, equipment and services required for the efficient operation of the Station.

Domestic Accommodation

- (8) The Government of the Republic of Vanuatu shall provide suitable accommodation for expatriate staff to an appropriate standard, according to grade.

ANNEX B

Financial details and procedures

Budgets and Expenditures

(1) The Government of the Republic of Vanuatu shall, on 1st April of each year, submit to the Government of the United Kingdom of Great Britain and Northern Ireland for its comment and approval an annual budget covering the expected expenditure of consumable equipment and necessary spares for the Station for the following financial year, and shall confirm it, or similarly submit for approval or comment any variation then necessary, on 1st October following the submission. For the purposes of this Agreement the financial year shall run from 1st April to the following 31st March.

(2) The United Kingdom of Great Britain and Northern Ireland shall make a quarter of the agreed annual grant in advance on the 1st January, April, July and October for the Station account to finance expenditure in connection with the Station.

Accounting

(3) The Vanuatu Government shall submit to the Government of the United Kingdom of Great Britain and Northern Ireland an annual audited account covering the expenditure of the grant.

(4) The Vanuatu Government shall also make suitable stores accounting arrangements for equipment used by the Station.

(5) The United Kingdom of Great Britain and Northern Ireland shall have the right to examine the Station's financial and stores accounts at any time.



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