

No. 27149

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**UNITED STATES OF AMERICA  
and  
MEXICO**

**Cooperative Agreement concerning eradication of the Mediterranean fruit fly (MEDFLY) (with patent provision).  
Signed at Guatemala City on 22 October 1981**

*Authentic texts: English and Spanish.*

*Registered by the United States of America on 15 March 1990.*

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**ÉTATS-UNIS D'AMÉRIQUE  
et  
MEXIQUE**

**Accord de coopération concernant l'éradication de la mouche ceratitidis (avec clause de brevet). Signé à Guatemala le 22 octobre 1981**

*Textes authentiques : anglais et espagnol.*

*Enregistré par les États-Unis d'Amérique le 15 mars 1990.*

COOPERATIVE AGREEMENT<sup>1</sup> BETWEEN SECRETARÍA DE AGRICULTURA Y RECURSOS HIDRÁULICOS DE MÉXICO, DIRECCIÓN GENERAL DE SANIDAD VEGETAL, AND UNITED STATES DEPARTMENT OF AGRICULTURE, ANIMAL AND PLANT HEALTH INSPECTION SERVICE, PLANT PROTECTION AND QUARANTINE

No. 12-16-5-2478

THIS AGREEMENT, made and entered into by and between the Secretaria de Agricultura y Recursos Hidraulicos de México, Dirección General de Sanidad Vegetal, hereinafter called the Cooperator, and the United States Department of Agriculture, Animal and Plant Health Inspection Service, Plant Protection and Quarantine, hereinafter called the Service.

WHEREAS, the Service is authorized pursuant to the Act of September 21, 1944, as amended (7 U.S.C. 147a), to cooperate with governments of Western Hemisphere countries or the local authorities thereof, in carrying out necessary surveys and control operations in those countries in connection with the detection, eradication, suppression, control, and prevention or retardation of the spread of plant pests including the Mediterranean fruit fly; and

WHEREAS, a Memorandum of Understanding was entered into between the parties hereto, on February 8, 1973<sup>2</sup> covering cooperative efforts to protect crops from plant pest damage and plant diseases in the United Mexican States and in the United States of America, through the execution of cooperative programs; and

WHEREAS, due to increased activity related to the cooperative effort to halt the Northward spread and dissemination of the Mediterranean fruit fly (*Ceratitis capitata* Wied.) the 1973 Memorandum of Understanding was amended on October 9, 1973<sup>2</sup> and July 15, 1976,<sup>2</sup> to reflect this increased activity; and

WHEREAS, it is the intent of the parties that this agreement shall supersede Agreement No. 12-16-5-1047 of August 17, 1978;<sup>3</sup> and

WHEREAS, the objectives of this Cooperative Agreement are to further action that will provide for specific activities to and for the Service, Cooperator and interested parties with regard to the Mediterranean fruit fly, and provide services that will assist in the execution of the cooperative eradication program of the Mediterranean fruit fly; and

WHEREAS, it is necessary for the furtherance of the goals of the Program to assign the day-to-day management of Mediterranean fruit fly activities in the State of Chiapas to the officials of the Cooperator; and

WHEREAS, the Cooperator is equipped with or has access to facilities and has or can secure personnel and equipment mutually satisfactory to both parties for this work; and

WHEREAS, it is the intention of the parties hereto that such cooperation covered by this agreement shall be for the mutual benefit of the people of México and the United States of America.

NOW THEREFORE, for and in consideration of the promises and mutual covenants herein contained, the parties hereto do hereby mutually agree with each other as follows:

<sup>1</sup> Came into force on 22 October 1981 by signature, in accordance with section C (25).

<sup>2</sup> United Nations, *Treaty Series*, vol. 1082, p. 176.

<sup>3</sup> *Ibid.*, vol. 1273, p. 33.

A. The Cooperator Agrees:

1. To manage and operate the Mediterranean Fruit Fly Laboratory located in Metapa, Chiapas, México, in accordance with mutually agreed to production plans for rearing and sterilizing 500 million Mediterranean fruit fly pupae per week for field release.
2. To provide for free access to the Laboratory by Service personnel designated to work at this facility, subject only to restrictions jointly agreed to in advance. To provide housing located on the laboratory grounds for the Co-Director. To provide office space for all Service personnel at a location most advantageous for performance of their duties.
3. To designate a mutually acceptable official as the Cooperator's duly authorized representative who will act as project coordinator for all matters pertaining to this cooperative program.
4. To furnish field operation personnel in the State of Chiapas, Mexico for carrying out the program activities which are stipulated in the work plan referenced in paragraph C.2. of this agreement.
5. To provide funding for laboratory and field operations in the State of Chiapas, México, amounting to the agreed upon sum as stipulated in the financial plan referenced in paragraph C.2. of this agreement.
6. To establish and maintain in Tapachula, Chiapas, Mexico, a central administrative office which will be responsible for all the procurement, personnel, financial functions, and records for the operation of the laboratory and for the field operations in the State of Chiapas, México, as covered under this agreement.
7. To submit to the Service narrative, statistical and financial reports concerning laboratory production and field operations in the State of Chiapas, Mexico. These reports will be in conformance with the work and financial plans stipulated in paragraph C.2. of this agreement.
8. Require the Administrative Office in Tapachula, Chiapas, México, to monitor the use of and need for funds and to request periodically that the Service deposit to the bank account in Tapachula, Chiapas, México, its share of the funds necessary to sustain operations for periods not to exceed 60 days from the date of request. A schedule of deposits will be maintained to substantiate the request for subsequent deposits.
9. To provide all maintenance for Service furnished nonexpendable property and to permit free access to same at all times by personnel designated by the Service for the purpose of insuring prescribed usage.
10. To procure all supplies, equipment, and services (including construction services) to maintain operations, except for those items not readily available to the Cooperator in Mexico, or available at a prohibitive cost (+25 percent above U. S. cost). In such event, the Service, upon written request from the Cooperator will provide assistance in purchasing those items with funds available under this agreement.
11. To provide through the Government of Mexico duty free entry of all supplies and equipment furnished by the Service or purchased for the Mediterranean fruit fly program under this agreement, in accordance with the existing laws and with the authorization of the corresponding authorities.
12. To provide transportation of all supplies and equipment to Chiapas, Mexico, from source of origin if purchased by the Cooperator, or if purchased by the Service, from a mutually agreeable location on the Mexican/U.S. Border.

B. The Service Agrees:

1. To provide funding for the laboratory and field operations in the state of Chiapas, México, in the amounts agreed upon and stipulated in the financial plan referenced in paragraph C.2. of this agreement.
2. Deposit in a designated bank account in Tapachula, Chiapas, México, funds as agreed upon in the financial plan stipulated in paragraph C.2. Deposits will be made to cover the Mediterranean fruit fly operations in the state of Chiapas, México, for periods not to exceed 60 days. Deposit of funds will be subject to appropriation of funds by the U. S. Congress for the purpose of the control and eradication of the Mediterranean fruit fly for the period October 1, 1981 to September 30, 1982, and will not exceed the dollar amount specified in the work and financial plans referenced in paragraph C.2.
3. To use its facilities to procure supplies and/or equipment in the United States as may be deemed necessary, as stipulated in paragraph A. 10 and in accordance with the work and financial plans as stated in C.2. of this agreement.
4. To provide employees who will serve as the field technical consultants for field operations in the state of Chiapas, México. The senior official will serve as the duly authorized representative of the Service.
5. To provide a laboratory Co-Director and other technical support to the Metapa Laboratory.
6. To provide at its own expense additional technical experts for onsite consultation involving mechanical or scientific advice when it is mutually agreed that such experts could benefit the program.
7. Provide the necessary reporting format for the financial reports required of the Administrative Office in Tapachula and to conduct a review of these records every three months.

C. It is Mutually Understood and Agreed:

1. The parties to the Cooperative Agreement will cooperate to the best interest of the agricultural producers and the general public of the countries of Mexico and the United States.
2. The cooperating parties will develop and furnish mutually satisfactory work plans and financial plans for conducting a Mediterranean fruit fly program which will outline overall plans for carrying out and funding this program in accordance with established standards and to the satisfaction of the Cooperator and the Service.
3. A Technical Advisory Committee consisting of a maximum of three representatives from each party, will be formed to evaluate and recommend program changes.
4. The operation of the laboratory will be under the joint direction of the Director and the Co-Director. In the event the Director and the Co-Director cannot agree with regard to the interpretation or application of the present international instrument, the matter shall be referred to the Technical Advisory Committee. If the Technical Advisory Committee cannot agree, the problem shall be resolved through consultation between the Secretary of Agriculture and Hydraulic Resources of Mexico and the United States Secretary of Agriculture.
5. Weekly meetings involving representatives of the cooperative parties will be held. Minutes of these meetings will be maintained by the Cooperator and distributed to both parties. If necessary, work and financial plans may be amended during these meetings so long as these changes are not in conflict with the guidance provided by the Technical Advisory Committee.