



Treaty Series No. 29 (1949)

Agreement

between the Governments of
the United Kingdom, Norway and Sweden
relating to a Joint Ocean Weather Station
in the North Atlantic

[With Annexes and Appendix]

Oslo, 28th February, 1949

*Presented by the Secretary of State for Foreign Affairs to Parliament
by Command of His Majesty*

LONDON
HIS MAJESTY'S STATIONERY OFFICE
FOURPENCE NET

AGREEMENT BETWEEN THE GOVERNMENTS OF THE UNITED KINGDOM, NORWAY AND SWEDEN RELATING TO A JOINT OCEAN WEATHER STATION IN THE NORTH ATLANTIC

Oslo, 28th February, 1949

Whereas an Agreement relating to the Operation and Maintenance of Ocean Weather Stations in the North Atlantic (hereinafter referred to as "the Main Agreement") was signed *ad referendum* in London on 25th September, 1946,⁽¹⁾ by representatives of certain Governments, including the Governments of the United Kingdom of Great Britain and Northern Ireland, Norway and Sweden;

Whereas Article 3 (1) of the Main Agreement provides that one of the ocean weather stations in the North Atlantic (designated Station M in the Main Agreement and hereinafter referred to by that designation) shall be jointly operated and financed by the Governments of the United Kingdom, Norway and Sweden; and

Whereas Article 3 (2) of the Main Agreement further provides that the signatory Governments jointly responsible for an ocean weather station shall allocate the costs and operating responsibilities among themselves in such proportions as they may determine from time to time;

Now, therefore, in pursuance of the above-mentioned provisions, the Governments of the United Kingdom of Great Britain and Northern Ireland, Norway and Sweden (hereinafter referred to as "the Contracting Governments") have agreed as follows:—

ARTICLE 1

The Government of Norway shall, subject to the provisions hereinafter laid down, act as agent for the Contracting Governments in the operation and maintenance of Station M.

ARTICLE 2

The Government of Norway, as agent for the Contracting Governments, shall establish, operate and maintain Station M in accordance with the provisions of the Main Agreement, shall undertake the performance of the services specified in that Agreement and in Annex I thereto and shall in all respects conform to the requirements of the Main Agreement.

ARTICLE 3

The Government of Norway, as agent for the Contracting Governments, shall maintain the necessary shore facilities for the operation and maintenance of Station M and, unless otherwise provided in this Agreement, shall undertake all duties connected with the operation and maintenance of the station, including the receipt, custody and issue of money, equipment and supplies and the keeping of accounts.

ARTICLE 4

Station M shall be operated and maintained by two ships of a type which shall be agreed by the Contracting Governments and these ships shall be

⁽¹⁾ See Appendix.

equipped in accordance with the schedule of marine, radio, radar, meteorological and general equipment in Annex I to the present Agreement. This schedule may be varied from time to time by agreement in writing between the competent authorities of the Contracting Governments.

ARTICLE 5

The maximum complements of the two ships mentioned in Article 4 and of the shore base may be varied by agreement from time to time between the competent authorities of the Contracting Governments. The scales of pay and allowances and the conditions of service of all personnel employed in connection with the operation and maintenance of Station M may likewise be varied from time to time by the competent authorities of the Contracting Governments. The maximum complements, scales of pay and allowances and conditions of service which have been agreed by the Contracting Governments at the date of signature of the present Agreement are set out in Annex II

ARTICLE 6

The Government of Norway, as agent for the Contracting Governments, shall, by 1st September of each year, prepare estimates of the sums which will be required under various headings for the operation and maintenance of Station M in the year commencing 1st July following, the estimate under the personnel heading being shown in detail. The Government of Norway shall forthwith submit these estimates, with explanatory notes, to the Governments of the United Kingdom and of Sweden for examination and approval. The Governments of the United Kingdom and Sweden may propose amendments to the estimates and, if necessary, a joint meeting of representatives of the Contracting Governments shall be held to reach agreement on the provision required for the year under consideration.

ARTICLE 7

Subject to audit in the manner hereinafter laid down, expenditure in each period of account under the provisions of the present Agreement shall be shared by the Contracting Governments in the following proportions:—

	<i>Per cent.</i>
Government of the United Kingdom	35
Government of Norway	22
Government of Sweden	43

The first account shall be for the period ending 30th June, 1948, and subsequent accounts shall be for the year ending 30th June of each year that the present Agreement is in force.

ARTICLE 8

(a) The two ships initially required for the operation and maintenance of Station M shall be provided by the Government of the United Kingdom.

(b) The Contracting Governments shall agree on the value of the ships before conversion to ocean weather ships and shall also agree on the work to be carried out and on the equipment to be installed in order that the ships may be used as ocean weather ships.

(c) Refitting and conversion of the ships and the installation of equipment shall be undertaken by the Government of the United Kingdom and the expense of such refitting and conversion and of the installation of equipment provided by the Government of the United Kingdom shall be borne by that Government in the first instance.

(d) The total value of the ships after conversion to ocean weather ships, including all equipment of a capital nature provided by the Government of the United Kingdom for use in the ships, shall be agreed by the Contracting Governments and such agreement shall be recorded in writing by duly accredited representatives of the Contracting Governments.

ARTICLE 9

(a) Each account of expenditure maintained by the Government of Norway for the periods ending 30th June of the years 1948, 1949 and 1950 shall be debited with $16\frac{2}{3}$ per cent. of the sum agreed under Article 8 as the total value of the ships after conversion to ocean weather ships and the installation of equipment of a capital nature provided by the Government of the United Kingdom. In addition, each account of expenditure shall be debited with interest at the rate of 3 per cent. per annum on the balance of the total capital value of the ships, as agreed under Article 8, which has not been debited in an account of expenditure for a previous period of account, due allowance being made for the credit given to the Government of the United Kingdom in claims for quarterly advances under Article 15.

(b) In the event of the present Agreement being terminated on or before 30th June, 1950, the balance of the total capital value of the ships, as agreed under Article 8, which has not been debited to an account of expenditure at the date of termination of the present Agreement shall forthwith be debited to the final account and the amount so debited shall be shared by the Contracting Governments in the proportions laid down in Article 7.

(c) In the event of the present Agreement being renewed for a further period beyond 30th June, 1950, the financial arrangements relating to the settlement of the balance of the total capital value of the ships, as agreed under Article 8, which has not been debited to an account of expenditure as at 30th June, 1950, shall be dealt with as may be provided in the continuing Agreement.

ARTICLE 10

In each account of expenditure maintained by the Government of Norway, as agent for the Contracting Governments, for the periods ending 30th June of the years 1948, 1949 and 1950, the Government of the United Kingdom shall be credited as having paid towards the share of expenditure due from that Government under Article 7 the amount debited to the account under Article 9.

Should the amount so credited to the Government of the United Kingdom exceed the amount due from that Government in any period of account, the net credit shall be paid to the Government of the United Kingdom by the Government of Norway, as agent for the Contracting Governments.

ARTICLE 11

Excluding equipment of a capital nature provided by the Government of the United Kingdom for initial installation in the ships, all equipment and supplies provided by either the Government of the United Kingdom or the Government of Sweden at the request of the Government of Norway shall be issued on repayment to the Government of Norway, as agent for the Contracting Governments.

ARTICLE 12

(a) The ships and equipment of a capital nature installed therein shall be owned by the Contracting Governments in the proportions of the capital cost borne by each Government at any particular date.

(b) Equipment and other supplies obtained for the operation and maintenance of Station M other than the equipment referred to in paragraph (a) of this Article shall be owned by the Contracting Governments in the proportions laid down in Article 7.

ARTICLE 13

(a) Should either of the ships or a major item of equipment of a capital nature installed therein be lost or damaged beyond economical repair, the Government of Norway, as agent for the Contracting Governments, shall arrange for representatives of the Contracting Governments to hold a joint Court of Inquiry into the loss or damage and the write-off of the ships or item of equipment shall require the joint approval of the Contracting Governments.

(b) In the event of either of the ships being lost or damaged beyond economical repair, the balance of the total capital value of the ship, as agreed under Article 8, which has not been debited to an account of expenditure at the date of loss or damage shall forthwith be debited to the account for the current year to be shared by the Contracting Governments in the proportions laid down in Article 7. The amount so debited shall, in the same account, be credited to the Government of the United Kingdom.

(c) In the event of an item of equipment of a capital nature provided by the Government of the United Kingdom for initial installation in a ship being lost or damaged beyond economical repair at a time when the ship has not been lost or so damaged, the balance of the capital value of the equipment, as agreed at the time of installation, which has not been debited to an account of expenditure at the date of loss or damage shall forthwith be debited to the account for the current year to be shared by the Contracting Governments in the proportions laid down in Article 7. The amount so debited shall, in the same account, be credited to the Government of the United Kingdom.

(d) The financial arrangements relating to the replacement of a ship which has been lost or damaged beyond economical repair shall be a matter for consideration by the Contracting Governments.

(e) The Government of Norway, as agent for the Contracting Governments, shall assume responsibility for the investigation and write-off of all losses of cash, equipment and supplies other than the losses referred to in paragraph (a) of this Article. The powers of write-off shall be exercised by authorities of the Government of Norway within the financial limits delegated to these authorities for the several categories of loss under the ordinary regulations of the Government of Norway for the write-off of losses.

(f) The Government of Norway shall, shortly after the end of each quarter ending 31st March, 30th June, 30th September and 31st December, forward to the Government of the United Kingdom and to the Government of Sweden a return in the following form of all losses written off during the previous quarter:—

Date of Loss	Brief Statement of Loss	Amount written-off	Note of any penalties awarded and of measures taken to prevent recurrence

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It shall be open to either the Government of the United Kingdom or the Government of Sweden to ask for further information about any particular loss and to make suggestions about measures to prevent recurrence.

ARTICLE 14

The Government of Norway shall not impose import or other duties on any equipment or other supplies imported into Norway for purposes connected with the operation and maintenance of Station M. The Government of Norway shall also allow, in accordance with Norwegian law, for supplies to ships in foreign trade, drawback of duty on oil, provisions and stores purchased in Norway and used for the operation and maintenance of Station M.

ARTICLE 15

The Government of Norway, as agent for the Contracting Governments, shall, at the commencement of each of the quarterly periods mentioned in Article 13 (f), claim from the Government of the United Kingdom and the Government of Sweden a sum equal to one-fourth of the estimated cash contribution due for the current year from each of these Governments under Article 7, after taking into account, in the case of the Government of the United Kingdom, the credit due to that Government under Articles 10 and 13. The Government of the United Kingdom and the Government of Sweden shall, subject to a general examination of the claim, advance the sums claimed. These advances shall be subject to adjustment at the end of each year of account when the amount due from each Government has been determined.

ARTICLE 16

(a) The Government of Norway, as agent for the Contracting Governments, shall keep cash accounts, equipment and supply accounts and other accounting records (e.g., claims books and losses books) in such manner that all transactions relating to Station M shall be fully recorded and be supported by the relevant vouchers. The Government of Norway shall also make periodical checks of the cash and stocks in hand and record the results of such checks in the accounts.

(b) The Government of Norway, as agent for the Contracting Governments, shall, as soon as practicable after 30th June of each year, prepare and send to the Government of the United Kingdom and to the Government of Sweden statements of expenditure and receipts for the year ended 30th June; these statements shall show expenditure and receipts under the headings adopted for estimate purposes, shall give brief explanations of the variations between estimate and expenditure and shall show the final cash payment due to or from each of the Contracting Governments in respect of the period covered by each statement.

(c) The accounts, records and statements referred to in paragraphs (a) and (b) of this Article shall be audited in the manner normally prescribed for Norwegian governmental accounts; and, in addition, shall be open to inspection, if so desired, by authorised representatives of the Government of the United Kingdom and the Government of Sweden. Each annual statement of expenditure and receipts shall bear the certificate of the Auditor-General of Norway that the accounts and records maintained under this Article have been duly examined by him, that he has obtained all the information and explanations that he has required and that, in his opinion, the statement of expenditure and receipts is correct, subject to any observations he may make in his report. A copy of the Auditor-General's report shall be attached to the statement of expenditure and receipts.

(d) The accounts shall be kept in Norwegian kroner. For the purpose of determining the value in Norwegian kroner of the ships and equipment of a capital nature provided by the Government of the United Kingdom for initial installation in the ships and of determining all other settlements arising under the terms of the present Agreement, the rate of exchange used shall be that currently in force between the respective Governments. In the case of the United Kingdom, this will be the rate provided under the terms of the Monetary Agreement between the Government of the United Kingdom of Great Britain and Northern Ireland and the Royal Norwegian Government, dated 8th November, 1945,⁽²⁾ or any amendment thereto.

(e) Financial settlements between the Contracting Governments shall be effected in the currency of the Government to whom the payment is due.

ARTICLE 17

It shall be open to a Contracting Government to propose any amendment or any addition to the present Agreement and such amendment or addition shall be considered by the other Contracting Governments. Should the proposed amendment or addition, or any modification thereof, be accepted by all the Contracting Governments, it shall become effective on the deposit with the Norwegian Government of a notification in writing to that effect by the other Contracting Governments. Should any doubt arise as to the correct interpretation of this Agreement, or of any amendment or addition thereto, representatives of the Contracting Governments shall consult together in an endeavour to agree on an interpretation.

ARTICLE 18

The present Agreement shall be deemed to have come into force on 25th August, 1947, and shall remain in force until 30th June, 1950, unless—

- (a) the Main agreement shall have been terminated before 30th June, 1950, under the provisions of Article 7 (2) thereof;
- (b) one of the Contracting Governments shall give notice in writing to the other Contracting Governments that the present Agreement be terminated on the grounds that the Main Agreement has not come into force, in which event the present Agreement shall be terminated 60 days after the giving of such notice to the other Contracting Governments.

Representatives of the Contracting Governments shall meet as soon as practicable after the conference referred to in Article 7 (1) of the Main Agreement for the purpose of considering revision and renewal of the present Agreement.

In witness whereof, the undersigned, duly authorised by their respective Governments, have signed the present Agreement.

Done at Oslo in the English language, in a single copy which shall remain deposited in the archives of the Government of Norway, by whom certified copies shall be transmitted to the other signatory Governments. Done in Oslo this 28th day of February, 1949.

For the Government of the United Kingdom of Great Britain and Northern Ireland:	For the Government of Norway:	For the Government of Sweden:
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(L.S.) LAURENCE COLLIER.	(L.S.) HALVARD M. LANGE.	(L.S.) JOHAN- BECH-FRIIS.
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⁽²⁾ "Treaty Series No. 10 (1945)," Cmd. 6697.

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ANNEX I

1. Subject to such revision as may be agreed from time to time, in accordance with the provisions of Article 4, each of the two ships used to maintain Station M shall be equipped with marine, radio, radar, electrical, meteorological and general equipment in accordance with the details set out in paragraphs 2-7 below.

2. *Marine Equipment.*

<i>Quantity</i>	<i>Description</i>
1	Sperry Gyro Compass.
3	Sperry Gyro Repeaters on bridge.
1	Sperry Gyro Repeater in Meteorological Plotting Office.
1	Sperry Gyro Ribbon Steering Repeater.
1	Clear View Screen, fitted in window of wheelhouse.
1	Echo Sounding Apparatus.
1	Hand Sounding Machine.
1	20-inch Searchlight.
1	Aldis Signalling Lamp.
1	Pedestal Morse Lamp.
1	28-foot Wooden Lifeboat, fitted with Austin 8-h.p. petrol engine.
1	28-foot Wooden Lifeboat, without engine.
2 sets	Boat Davits, "Optimum" type.
2	Hoisting Winches for lifeboats, "Optimum" type.
2 sets	Disengaging Gear, Mills type.
2	Side Ladders.
2	Scrambling Nets.
2	Float Nets.
2	Metal Scaling Ladders for lifeboats.
2	Rescue Davits.
2	4-foot diameter Rescue Baskets.
8	Dinghies, Inflatable, Rubber, type D, Mark II, complete with operating equipment.
2	Bellows, Inflating, Foot, for dinghies, inflatable.
1	Boiler Water Testing Set, pattern 2541.
2 lengths	Mild Steel Chain Cables (Lloyds tested) fitted with joining shackles, each consisting of seven 15-fathom lengths.
1	Pistol Rocket Apparatus, Schermuly type.
1	Electric hydrographic winch.
1	Electric motor for lifeboat winches.

3. *Radio Equipment*

2	H.F. Transmitters, type 89Q.
5	H.F. Receivers, type B.28/B.29 (CDC).
1	V.H.F. Transmitter, type 87M.
1	V.H.F. Receiver, type C.D.U.
1	V.H.F. D/F. Installation, type F.V.4.
2	M.F. Transmitters, type T.A.J.
2	M.F. Receivers, type B/41/40 (CDF).
1	M.F. D/F. Receiver and Loop, type F.M.12.
1	Radio Broadcast Receiver, with extensions for loudspeakers.
1	Transmitter for lifeboats, type 3180.
1	Receiver for lifeboats, type R.1545.
1	Dinghy Radio Transmitting Kit, No. 1.
1	Transmitter, Emergency, low power, battery operated, type 60 EQR and associated receiver.
1	Auto Beacon Keying Device, type I.C.
1	Eureka Beacon, type F.G.R.I. 5666.
1	Marine Auto Alarm Installation, type 900/701 Marconi.
1	Moran, type DAS 2, on bridge.
2 sets	Batteries, lead acid, for emergency transmitter and receiver.

4. *Radar Equipment*

1	Search Radar, naval type 277 P.
1	Plan Position Indicator Radar Repeater on bridge.

5. *Electrical Equipment*

1	50-kW., 220-volt, D.C. Generator, steam driven.
1	60-kW., 220-volt, D.C. Generator, steam driven.

6. Meteorological Equipment

Quantity	Description
6	Thermometers, Air Temperature, Ordinary Porcelain Scale, range 15° to 115° F.
6	Protectors, for thermometers, air temperature.
2	Screens, Shipboard, for thermometers, air temperature.
2	Thermometers, Sea Temperature, Ordinary Porcelain Scale, range 15° to 115° F.
2	Protectors for thermometers, sea temperature.
2	Buckets, Canvas, for use with thermometers, sea temperature.
2	Psychrometers Assman, complete with thermometers.
3	Thermometers Assman, range 0° to 100° F.
1	Barometer, Marine, Mercury, fitted with Gold Slide.
1	Barograph, Open Scale, complete with Clock and Drum.
1	Mounting Shipboard for Barograph.
1	Thermograph, Distant Reading, mercury in steel with 100-foot capillary.
1	Thermograph, Sea.
1	Barometer, Aneroid, Precision.
1	Cup Anemometer to record relative wind speed and direction.
2	Watches, stop.
2	Rules, Slide.
1	Pilot Balloon, Mark III.
2	Fillers, Balloon, Mark IV.
2	Fillers, Balloon, Mark VII.
2	Radio Sonde Receivers, Vaisala type.
1	Ground Equipment for Vaisala-type Radio Sonde.
1	Hand anemometer.
1	Mollschanoff pilot balloon circular slide.

7. General Equipment

1	Potato Peeler.
1	Refrigeration Plant, Weirs type.
1	Refrigerator, Domestic, Frigidaire type, 3½ cubic feet.
25	Bunks (Officers).
21	Bunks (Crew).
17	Chairs, Dining (Officers).
7	Chairs, Easy (Officers).
25	Chairs, Cabin (Officers).
8	Chairs, Mess (Crew).
10	Chairs, Smoke Room (Crew).
21	Chairs, Cabin, Collapsible (Crew).
13	Wardrobes, Single (Officers).
6	Wardrobes, Double (Officers).
21	Lockers (Crew).
19	Desks (Officers).
2	Tables, Mess (Officers).
2	Tables, Mess (Crew).
2	Tables, Card (Officers).
4	Tables, Card (Crew).
2	Chairs, Office.
2	Filing Cabinets, Office.
1	Safe.
2	Typewriters.
1	Electric meat mincer.

ANNEX II

1. Subject to such revision as may be agreed from time to time, in accordance with the provisions of Article 5, the maximum complements of the ships and of the shore base used for the operation and maintenance of Ocean Weather Station M and the scales of pay and allowances and the conditions of service of personnel employed in connexion therewith have been agreed by the Contracting Governments as follows:—

2. Maximum Complements

(a) *Shore Base*.—For the time being, the superintendence of the shore base will be undertaken by the Royal Norwegian Navy on a repayment basis.

(b) Each Ship—

- 1 captain.
- 3 deck officers.
- 1 boatswain.
- 9 seamen.
- 1 chief engineer.
- 1 2nd engineer.
- 1 3rd engineer.
- 1 donkeyman.
- 3 greasers.
- 3 firemen.
- 4 radio officers.
- 1 radar mechanic (officer).
- 2 radar operators.
- 1 meteorological officer.
- 2 assistant meteorological officers.
- 3 meteorological assistants.
- 1 chief steward.
- 2 saloon boys (or girls).
- 1 chief cook.
- 2 assistant cooks.
- 2 mess boys.

3. Scales of Pay

(a) Captains will receive pay at the rate of 14,580 Norwegian kroner a year including all allowances except as stated in paragraph 4.

(b) Ships' officers (other than captains) and men will receive rates of pay in accordance with the tariffs in force for officers and men in the Norwegian merchant navy.

(c) Meteorological personnel will receive rates of pay in accordance with the salary regulations in force for Norwegian meteorological personnel at land stations.

4. Allowances

(a) Captains will receive a uniform allowance in accordance with the regulations in force for the Norwegian merchant navy and will also receive travel allowance, in accordance with the regulations in force for Norwegian civil servants, when authorised to travel on business connected with the operation of Ocean Weather Station M.

(b) Ships' officers (other than captains) and men will receive allowances in accordance with regulations and tariffs in force for the Norwegian merchant navy.

(c) Meteorological personnel will receive allowances in accordance with the applicable regulations in force for Norwegian civil servants.

5. Provisions in Kind

(a) All personnel will receive free accommodation and free rations at appropriate scales while necessarily living on board ship, both at sea and in harbour.

(b) All personnel will receive a free loan of such protective clothing as may be required on board ship and the meteorological personnel will, in addition, receive a free loan of working uniform.

6. Conditions of Service

(a) The conditions of service of the captains, ships' officers and men will be in accordance with the laws, regulations and tariffs for personnel in the Norwegian merchant navy.

(b) The conditions of service of meteorological personnel will be in accordance with the Norwegian laws and regulations in force for civil servants.

(c) No personnel will be granted contracts of service with Ocean Weather Station M extending beyond the period of the inter-governmental agreement relating to this station and appointments will be subject to termination after the following periods have expired from the date on which notice to terminate service has been given :—

Captains and meteorological personnel	Three months.
Ships' officers (other than captains)	One month.
Other personnel	Seven days.

APPENDIX

International Agreement on North Atlantic Ocean Weather Stations [With Annexes], London, 25th September, 1946⁽³⁾

The Governments of Belgium, Canada, France, Ireland, the Netherlands, Norway, Sweden, the United Kingdom and the United States of America, being member States of the Provisional International Civil Aviation Organisation (hereinafter called "the Organisation") and being desirous to provide the North Atlantic region with adequate air navigation facilities for safe, regular and economic air services in accordance with the general aims and objectives of the Organisation, have agreed as follows :—

ARTICLE 1

(1) Ocean weather stations shall be operated and maintained at appropriate locations in the North Atlantic region as hereinafter provided, beginning not later than 1st July, 1947.

(2) Each signatory Government shall use its best endeavours to commence the operation of the ocean weather stations as soon as possible before that date.

ARTICLE 2

(1) The locations of the ocean weather stations shall be initially as specified in Annex I hereof. The location of any ocean weather station may be changed by the Council of the Organisation with the consent of the Government or Governments responsible for that station.

(2) The services to be performed by the ocean weather stations shall be as specified in Annex I hereof and shall be carried out by Governments and groups of Governments as herein provided. The Organisation shall co-ordinate the general programme of the operation of the stations. It shall keep the International Meteorological Organisation advised of any action taken by it in connexion with such co-ordination and shall invite the International Meteorological Organisation to send representatives to participate in any meetings called for the purpose of accomplishing such co-ordination.

(3) The terms of Annex I may be amended by the Council of the Organisation with the consent of any Government whose financial or operating obligations would be directly affected thereby and the Council may provide for any such amendment to come into effect for the several stations progressively as its terms are accepted by the Governments responsible for each station in turn.

(4) The applicable standards recommended, practices, procedures and specifications of services approved by the Council of the Organisation shall be observed in the operation of the ocean weather stations. The manner of making meteorological observations and of collecting reports and transmitting them to main meteorological offices or forecasting centres shall be in accordance with the appropriate procedures and specifications promulgated by the International Meteorological Organisation.

(5) The signatory Governments shall supply such information to the Council of the Organisation upon its request as may be necessary for the fulfilment of the purposes of this Agreement.

⁽³⁾ This Agreement has not entered into force.

ARTICLE 3

(1) The ocean weather stations referred to in Annex I by letters shall be financed and operated by the signatory Governments as follows :—

<i>Stations</i>	<i>Governments</i>
A, C, D, E, F, G, H ...	United States of America.
B	Canada and the United States of America jointly.
I, J	United Kingdom.
K	Belgium and the Netherlands jointly.
L	France.
M	Norway, Sweden and United Kingdom jointly.

(2) The signatory Governments jointly responsible for the financing and operation of an ocean weather station shall allocate the costs and operating responsibilities among themselves in such proportions as they may determine from time to time, which proportions are understood to be initially as stated in Annexes II, III, and IV. Each of these Annexes shall be subject to amendment by agreement of the Governments immediately affected by them. Notice of any such amendment to be given to the Secretary-General of the Organisation by the Governments concerned acting jointly or separately.

(3) Ireland shall make a general monetary contribution at the rate of £5,000 per annum.

ARTICLE 4

(1) General monetary contributions may be made by Governments towards the financing of the ocean weather stations provided under this Agreement.

(2) Any such general monetary contributions may be received by the Council of the Organisation and shall be applied in accordance with priorities to be determined by it from time to time.

(3) The Council of the Organisation is requested to examine the question of approaching Governments other than those which are signatories to this Agreement with a view to inviting them to consider making general monetary contributions. Any Government making such a contribution shall become a party to this Agreement and this Article and the list of parties to this Agreement shall be deemed to be amended accordingly.

ARTICLE 5

(1) If any difference between two or more signatory Governments relating to the interpretation or application of this Agreement and its annexes cannot be settled by direct negotiation, such difference shall, on the application of any Government party to the difference, be referred to the Council of the Organisation for its recommendation.

ARTICLE 6

(1) This Agreement shall come into force upon acceptance by all the signatory Governments.

(2) Each signatory Government shall inform the Secretary-General of the Organisation at the earliest possible date whether signature on its behalf constitutes an acceptance of this Agreement.

(3) The Secretary-General of the Organisation is requested to inform all signatory Governments of each acceptance of this Agreement and of the date on which this Agreement comes into force.

ARTICLE 7

(1) Subject to the provisions of paragraph (2) of this Article, the present Agreement shall remain in force until 30th June, 1950. The Council of the Organisation is requested to convene a conference of the signatory and other interested Governments not later than 1st April, 1949, for the purpose of considering revision and renewal of this Agreement.

(2) In the event that the operation of any of the ocean weather stations provided by this Agreement is abandoned or terminated otherwise than with the consent of all signatory Governments and that the Council shall not within 90 days thereafter be able to make arrangements for the resumption of such operation this Agreement shall terminate at the expiration of such 90 days. The Secretary-General is requested to notify all signatory Governments of the date of any such termination of the Agreement.

ARTICLE 8

(1) Reference to the Organisation herein shall be deemed after the coming into force of the convention drawn up at Chicago on 7th December, 1944,⁽⁴⁾ to be references to the International Civil Aviation Organisation created by such Convention.

Whereunto the undersigned representatives of their Governments have affixed their signatures *ad referendum*.

[Here follow the signatures]

Done in London 25th September, 1946, in the English, French and Spanish languages, all of which texts shall be authentic and shall be deposited in the archives of the Organisation. Certified copies of the texts shall be transmitted by the Secretary-General of the Organisation to all signatory Governments.

ANNEX I

Location of Ocean Weather Stations and Services to be Performed

1.—*Location of Ocean Weather Stations*

The thirteen ocean weather stations which form the subject of this Agreement shall be established and maintained at the following positions:—

- Station A: 62° 00' N. mid-Atlantic.
33° 00' W.
- Station B: 56° 30' N. Western North Atlantic.
51° 00' W.
- Station C: 51° 45' N. mid-Atlantic.
35° 30' W.
- Station D: 45° 00' N. Western North Atlantic.
45° 00' W.
- Station E: 34° 00' N. Western North Atlantic.
52° 00' W.
- Station F: 35° 30' N. Western North Atlantic.
40° 00' W.
- Station G: 46° 00' N. Eastern North Atlantic.
29° 00' W.
- Station H: 36° 00' N. Western North Atlantic.
70° 00' W.
- Station I: 60° 00' N. Eastern North Atlantic.
20° 00' W.
- Station J: 53° 50' N. Eastern North Atlantic.
18° 40' W.
- Station K: 47° 00' N. Eastern North Atlantic.
15° 00' W.
- Station L: 39° 00' N. Eastern North Atlantic.
17° 00' W.
- Station M: 66° 00' N. Eastern North Atlantic.
02° 00' E.

(4) "Miscellaneous No. 6 (1945)," Cmd. 6614.

2.—Services to be performed by Ocean Weather Stations

2.1. Meteorological Services

2.1.1. Meteorological observations shall be made on all ocean weather stations in accordance with the following routine:—

2.1.1.1. Surface observations eight times daily, the observations to include all elements contained in the International Code for ships' observations.

2.1.1.2. Special observations of meteorological phenomena and of important changes which may occur between the regular observations, such information to be reported in the International Code for warnings of sudden changes in weather conditions or in plain language if necessary.

2.1.1.3. Upper air wind observations, not less than four times daily, such observations to be made normally by radar methods. In the event of failure of the radar equipment, however, the observations shall be made by pilot balloon.

2.1.1.4. Upper air pressure, temperature and humidity observations, not less than twice daily.

2.1.2. Reports of the observations referred to in paragraph 2.1.1. shall be transmitted to the appropriate shore stations in accordance with prescribed schedules.

2.1.3. Reports of observations from other ocean weather stations shall be received and retransmitted in accordance with prescribed schedules.

2.2. Search and Rescue Services

2.2.1. The ocean weather station vessels shall form part of the general search and rescue organisation and shall participate in any search and rescue operation in accordance with PICAQ procedures and with those of the Convention for the Safety of Life at Sea 1929.⁽³⁾ To this end they shall remain as close as practicable to their assigned positions, unless it becomes necessary for them to leave their stations for search and rescue operations.

2.2.2. The ocean weather stations shall carry as far as practicable such search and rescue equipment as is necessary for effecting a sea rescue.

2.2.3. The crews at the ocean weather stations shall be expertly trained from the point of view of effecting a sea rescue.

2.2.4. The communications equipment on the ocean weather stations shall be sufficient to guard safety, distress or emergency calls from mobile units, air or surface, for communications with surface vessels or aircraft, for distress, emergency and safety purposes, for transmission on regional search and rescue frequency when search and rescue operations are in progress and for beacon operation in accordance with a prescribed operating schedule and on an assigned frequency.

2.3. Navigational Aids to Aircraft

2.3.1. The ocean weather stations shall provide when circumstances so require navigational aid to aircraft, including the transmission of relevant meteorological information.

2.4. Incidental Services

2.4.1. In addition to the services specified in paragraphs 2.1., 2.2. and 2.3., the ocean weather stations shall perform such incidental services as may be required on the understanding that the performance of such services does not involve any appreciable addition to the obligatory personnel and equipment carried. These incidental services include:

2.4.1.1. Reports of observations from merchant ships received and retransmitted in accordance with prescribed schedules.

2.4.1.2. Such supplementary air traffic control facilities as may be prescribed.

2.5. Other Services to be performed in connexion with the Operation of Ocean Weather Stations

2.5.1. The States operating the ocean weather stations shall provide to other participating States copies of all regular surface and upper air meteorological observations made on their stations.

2.5.2. Statistical meteorological records and summaries of the observations shall be maintained in standard form and copies exchanged between the participating States.

2.5.3. The participating States shall use their best endeavours to facilitate the inclusion in the observational programme of the ocean weather stations of such oceanographical and other scientific observations as may be found desirable.

(3) "Treaty Series No. 34 (1932)," Cmd. 4918.

ANNEX II

Arrangement between the Governments of the United States and Canada for the Financing and Operation of Ocean Weather Station B

The United States of America to provide and operate the station. Canada to have the option to provide and to operate to the extent of 50 per cent. of the station, or otherwise to contribute in a manner mutually acceptable to both Governments.

ANNEX III

Arrangement between the Governments of Sweden, the United Kingdom and Norway for the Financing and Operation of Ocean Weather Station M

Norway to operate the station.

Sweden to contribute to cost of operation 43 per cent.

United Kingdom to contribute to cost of operation 35 per cent.

Norway to contribute to cost of operation 22 per cent.

Sweden to be entitled to discharge part of its obligations by providing 50 per cent. of the meteorological personnel.

The United Kingdom and Sweden shall, by agreement with Norway, be entitled to discharge, in whole or in part, their liabilities in kind, instead of in cash.

ANNEX IV

Arrangement between the Governments of Belgium and the Netherlands for the Financing and Co-operation of Ocean Weather Station K

The Governments of Belgium and Netherlands to provide and operate half a station each.

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