

UNITED STATES OF AMERICA

San Jose, September 30, 1997

Note No. 130

Excellency:

I have the honor to refer to the letter of April 26, 1997, from Costa Rica Minister of Health Weinstok to United States Environmental Protection Agency Administrator Browner proposing that the United States and Costa Rica enter into an Agreement on the Transboundary Movement of Hazardous Waste to permit the export of hazardous waste to the United States which would permit computer microprocessor assembly plants in Costa Rica owned by INTEL Corporation to send certain industrial chemicals to the United States for reprocessing. In response, the Government of the United States proposes, instead of a single item agreement, that the United States and Costa Rica enter into a general agreement on the export of hazardous waste to the United States.

The Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and their Disposal, done at Basel, Switzerland, on March 22, 1989⁸⁹ ("Basel Convention"), to which the Government of Costa Rica is a Party, provides a

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GENERAL SERVICES ADMINISTRATION
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framework for transboundary movements of hazardous wastes. Although the Government of the United States of America is not at present a Party to the Basel Convention, Article 11, Paragraph 1 of the Basel Convention provides that a Party may enter into an Agreement with a non-Party for the transboundary movement of hazardous waste, provided that such Agreement does not derogate from the environmentally sound management of hazardous wastes as required by the Basel Convention, and that such Agreement stipulates provisions not less environmentally sound than those provided by the Basel Convention. Consistent with Article 11, Paragraph 1 of the Basel Convention and in response to Costa Rica's request of April 26, 1997, I have the honor to propose the following Agreement between the Government of the United States and the Government of Costa Rica (hereinafter "the Parties"):

1. This Agreement shall govern the export of hazardous wastes from Costa Rica to the United States for management. The term "hazardous wastes" means those wastes that are regulated as hazardous under either U.S. or Costa Rican laws and regulations. The term "management" means the

applicable U.S. laws and regulations.

2. With regard to the export of any hazardous waste from Costa Rica to the United States pursuant to this Agreement, Costa Rica certifies that it shall comply with the Basel Convention.

3. The competent authority of Costa Rica, which for the purposes of this Agreement shall be the *Secretaría Técnica Nacional Ambiental (SETENA)*, shall notify in writing the competent authority of the United States, which for the purposes of this Agreement shall be the U.S. Environmental Protection Agency (EPA), of any proposed export of hazardous waste to be carried out pursuant to this Agreement. In accordance with Article 6, Paragraph 1 of the Basel Convention, such notification shall be conveyed in English. If any information in the notification changes, a new notification shall be provided.

4. With respect to wastes regulated as hazardous under U.S. laws and regulations, EPA shall, in accordance with applicable U.S. laws and regulations, respond to SETENA in writing,

consenting to a shipment with or without conditions, objecting to a shipment, or requesting additional information. EPA shall use its best efforts to respond within 30 days of receipt of a notification. However, Costa Rica shall not allow any export to commence until receipt of written consent from EPA.

5. The consent of EPA, including conditional consent, may be withdrawn or modified for good cause. In such case, EPA shall notify SETENA as soon as possible.

6. With respect to wastes regulated as hazardous under Costa Rican laws and regulations but not under U.S. laws and regulations, upon receipt of a notification pursuant to the Basel Convention, the United States shall not object to the import of such materials and this Agreement shall serve as the U.S. written non-objection for imports of such materials. This provision shall not apply to wastes which are contaminated by other materials to the extent that they are regulated as hazardous wastes under U.S. law or to materials that are prohibited for import under U.S. law. Where information provided in a notice

inaccurate information, paragraph 10 may apply. Further, the United States reserves the right to rescind non-objection of these imports.

7. Imported hazardous waste, once subject to the jurisdiction of the United States, shall be subject to all applicable U.S. laws and regulations.

8. Costa Rica reserves the right to limit the types and categories of wastes that it proposes to export to the United States under the terms of this Agreement.

9. This Agreement is subject to the national laws and regulations of each Party, including jurisdictional statutes respecting liability in rem.

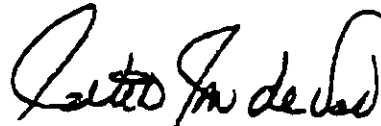
10. The Parties shall ensure that any illegal traffic in hazardous wastes is addressed consistent with Article 9 Paragraphs 2 to 4 of the Basel Convention.

11. This Agreement shall expire five years from the date of its entry into force, unless

may terminate this Agreement upon written notification, such termination to take effect six months following the date of notification.

If this proposal is acceptable to the Government of Costa Rica, I have the honor to propose that this note and your Excellency's favorable note in reply shall constitute an agreement between our two Governments which shall enter into force on the date of our Excellency's note.

Accept, Excellency, the renewed assurances of my highest consideration.



Peter Jon de Vos
Ambassador

His Excellency
Doctor Fernando Naranjo Villalobos
Minister of Foreign Affairs
of the Republic of Costa Rica
San Jose