

No. 4975

NORWAY
and
UNION OF SOUTH AFRICA

Exchange of notes (with annex) constituting an agreement concerning the loan to the Union of South Africa of "Norway Station" situated in the Norwegian dependency Queen Maud Land. London, 30 October 1959

Official text: English.

Registered by Norway on 16 December 1959.

NORVÈGE
et
UNION SUD-AFRICAINE

Échange de notes (avec annexe) constituant un accord concernant le prêt, à l'Union sud-africaine, de la Base Norvège située dans la dépendance norvégienne dénommée Terre de la Reine Maud. Londres, 30 octobre 1959

Texte officiel anglais.

Enregistré par la Norvège le 16 décembre 1959.

No. 4975. EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹ BETWEEN NORWAY AND THE UNION OF SOUTH AFRICA CONCERNING THE LOAN TO THE UNION OF SOUTH AFRICA OF "NORWAY STATION" SITUATED IN THE NORWEGIAN DEPENDENCY QUEEN MAUD LAND. LONDON, 30 OCTOBER 1959

I

ROYAL NORWEGIAN EMBASSY

London, 30th October 1959

Your Excellency,

I have the honour to refer to recent discussions in Oslo between Norwegian and South African officials concerning the loan by Norway to the Union of South Africa of Norway Station in Queen Maud Land.

The terms of agreement which were worked out in Oslo are contained in the Annex² to this Note. These terms are agreeable to my Government. I propose, therefore, that, if the terms are also acceptable to your Government, your reply to that effect and this Note should constitute an Agreement between our respective Governments, effective on the date of the Exchange of Notes.

Please accept, Your Excellency, the renewed assurances of my highest consideration.

(Signed) Erik BRAADLAND
Ambassador of Norway

His Excellency Dr. The Honourable A. J. R. van Rhijn
High Commissioner for the Union of South Africa
London

¹ Came into force on 30 October 1959 by the exchange of the said notes.

² See p. 24 of this volume.

ANNEX

TERMS OF AGREEMENT BETWEEN THE GOVERNMENT OF NORWAY AND THE GOVERNMENT OF THE UNION OF SOUTH AFRICA CONCERNING THE LOAN TO THE UNION OF SOUTH AFRICA OF NORWAY STATION SITUATED IN THE NORWEGIAN DEPENDENCY QUEEN MAUD LAND

PROVISIONS CONCERNING NORWAY STATION AND THE EQUIPMENT

1. The existing installations at Norway Station shall be made available by the Government of Norway on loan to the Government of the Union of South Africa on the conditions laid down in the following provisions and for so long as required by the South African expedition.

This arrangement shall be reviewed at the request of either party upon reasonable notice being given.

2. The Government of Norway will loan free of any loan charges to the Government of the Union of South Africa all buildings and plants at Norway Station including all permanent installations such as :

- a) the electric plant, including aggregates,
- b) heating and cooking plants, oilheated as well as electric installations,
- c) furniture, kitchen utensils, et cetera.

The plants mentioned in this paragraph shall remain the property of the Government of Norway.

The Government of the Union of South Africa will assume no responsibility whatsoever for these plants after their becoming unsuitable for use.

3. The Government of Norway will transfer free of charge all aerials installed at Norway Station.

For the installed wireless transmitters and receivers, which are to be transferred as well, the Government of the Union of South Africa shall pay half the cost price (see paragraph 10 below).

4. At the total price of Norwegian kroners 90.000.— the Government of the Union of South Africa will take over

- 1 Oliver-6 diesel tractor
- 1 Muskeg petrol tractor
- 1 Oliver-3 petrol tractor (defect)

including appropriate spare parts available at Norway Station,

- 13 sledge dogs
- 2 dog sledges with equipment
- 6 tractor sledges

and furthermore what is left at Norway Station as far as tents, skiing equipment and field equipment to be used on sledging journeys are concerned.

5. The Government of the Union of South Africa will take over the following scientific instruments :

- 1 All-Sky-camera
- 100 Vaisala R/S & 200 unwinders
- 100 Berilix balloons 350 gr & 500 gr
- 2 Vaisala, Finland, Type RR 55 PTU sonding receivers with test-equipment and spare parts
- 1 Gill H₂ generator
- 1 Radio-theodolite type RT 14 with antenna system, test equipment and spares
- 6 Snow gauges.

The Government of the Union of South Africa will pay up to full cost price (see paragraph 10 below) for these items. The final amount will be stipulated at a later date. The above-mentioned All-Sky-camera will be transferred to the Government of the Union of South Africa at full cost price.

6. The transfer does not comprise the following items, which shall be brought back to Norway :

1. One Philips oscillator type GH2 884
2. One electronic testmeter type AVO
3. One Philips Universal avometer model 8
4. One Philips Universal meter type P 81100/3
5. Two mobile radio-sets
6. Meteorological equipment not included in paragraph 5.
7. Personal equipment issued to members of the Norwegian expedition at Norway Station, such as sleeping bags and bedding, garments, shoes, boots, et cetera.

7. Magnetic instruments are to be transferred to the Government of the Union of South Africa, provided that the Government of the Union of South Africa will assume the cost of procurement and transport of equivalent equipment for delivery in Oslo as soon as possible.

The Government of the Union of South Africa will have the registering instruments checked at a magnetic observatorium immediately on the return to Cape Town of the South African Queen Maud Land expedition and will submit the results of the checking to Norsk Polarinstitut, Oslo.

8. Food supplies, petrol and oils, tools, aluminium and caustic soda for the balloon generators et cetera remaining at Norway Station on the date of handover are to be transferred to the Government of the Union of South Africa free of charge.

9. The Government of Norway will :

- a) order 1—one—Oliver-6 diesel tractor to be delivered on board M/S *Polarbjorn* at Aalesund by October 30th, 1959.
- b) provide in Norway necessary spare parts for wireless plants, engines and vehicles and new supplies of fuel, wood materials et cetera, provisions not included.

The Government of the Union of South Africa will assume the cost of procurement and transport of the items mentioned in the present paragraph. The obligation of the Government of Norway according to sub-paragraph *b*) of the present paragraph is to terminate on December 31st, 1960.

10. The term "cost price" in the preceding paragraphs means the amount paid for an item according to the invoice submitted on its delivery.

11. The accounts for the items mentioned in paragraph 3 *i.f.*, 4, 5 and 9 will be paid by the High Commissioner for the Union of South Africa in London on submission of invoices, it being understood that the Government of Norway has the obligation to submit the above-mentioned accounts to the said High Commissioner by the end of February, 1960.

PROVISIONS CONCERNING THE TRANSPORT TO AND FROM THE BARRIER AT THE COAST
OF QUEEN MAUD LAND

12. A charter-party has been concluded between Martin Karlsen, Ltd., Brandal, Norway, and Norsk Polarinstittutt on behalf of the Government of Norway chartering *M/S Polarbjorn* for the conveyance to and from Norway Station. *M/S Polarbjorn* is to be taken over at Aalesund, Norway on October 30th, 1959.

- a*) The Government of the Union of South Africa has the right to have approximately 20 persons conveyed from Cape Town to the barrier and approximately 10 back to Cape Town. For board and bedding on board the *M/S Polarbjorn* the Government of the Union of South Africa will pay Norwegian kroner 13.— per capita per day.
- b*) The members of the South African expedition and all those who will accompany them from Cape Town, approximately twenty in all, will be designated by the South African Government and will be considered as passengers of the Government of Norway during the voyage.
- c*) The Government of the Union of South Africa will pay the crew of *M/S Polarbjorn* a lump sum of Norwegian kroner 8.000.— for overtime work.
- d*) The Government of the Union of South Africa will assume complete responsibility for the charter of the ship for the period exceeding the time ordinarily required for *M/S Polarbjorn* to make a direct call at the barrier at Norway Station, to embark the Norwegian personnel and their equipment there, and to return to Aalesund, Norway, via Cape Town.

The Government of Norway and the Government of the Union of South Africa authorise the Captain of *M/S Polarbjorn*, in consultation with the South African naval officer aboard, to decide according to sub-paragraph *d*) of the present paragraph, the number of days to be paid for by the Government of the Union of South Africa.

The amount, for which, according to the present paragraph the Government of the Union of South Africa shall be responsible, will be paid on demand by the High Commissioner for the Union of South Africa in London.

13. The Government of Norway will assume the cost of extra insurance of the vessel.

FINAL PROVISIONS

14. The Government of Norway will assume no responsibility whatsoever for the members of the South African Queen Maud Land Expedition or for their equipment, be it on the voyage, at the barrier, or during the stay at Norway Station. This provision applies also to any other person who in accordance with paragraph 12 *a*) above will participate on the voyage to and from Cape Town.

15. Any dispute between the Government of Norway and the Government of the Union of South Africa concerning the interpretation and/or application of the present agreement shall be settled by negotiations between the two Governments.

16. The administration of the terms and conditions of this agreement shall be a matter of arrangement between Norsk Polarinstitut, Oslo, and the Ministry for Transport, Pretoria, on behalf of the Government of Norway and the Government of the Union of South Africa respectively.

[OFFICIAL STAMP]

Royal Norwegian Embassy, London :

(Signed) E. B.
30/10/59

[OFFICIAL STAMP]

High Commissioner,
Union of South Africa :

(Signed) A. v. R.
30/10/59

II

THE HIGH COMMISSIONER FOR THE UNION OF SOUTH AFRICA
LONDON, W. C. 2

30th October, 1959

Your Excellency,

I have the honour to acknowledge the receipt of your Note dated the 30th October, 1959, reading as follows :

[See note I]

In reply, I have the honour to inform Your Excellency that the terms of agreement which are contained in the Annex to this Note are also acceptable to the Government of the Union of South Africa who will regard your Note and this reply as constituting an Agreement between our respective Governments, effective on the date of this Exchange of Notes.

Please accept, Your Excellency, the renewed assurances of my highest consideration.

(Signed) A. J. R. VAN RHIJN

His Excellency Mr. Erik Braadland
Ambassador Extraordinary and Plenipotentiary of Norway
Royal Norwegian Embassy
London