

No. 5056

**AUSTRALIA
and
UNITED STATES OF AMERICA**

**Exchange of notes constituting an agreement relating to
space vehicle tracking and communications. Canberra,
26 February 1960**

Official text: English.

Registered by Australia on 15 March 1960.

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

**Échange de notes constituant un accord relatif au repérage
des engins spatiaux et aux communications avec ces
engins. Canberra, 26 février 1960**

Texte officiel anglais.

Enregistré par l'Australie le 15 mars 1960.

No. 5056. EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE COMMONWEALTH OF AUSTRALIA AND THE GOVERNMENT OF THE UNITED STATES OF AMERICA RELATING TO SPACE VEHICLE TRACKING AND COMMUNICATIONS. CANBERRA, 26 FEBRUARY 1960

I

EMBASSY OF THE UNITED STATES OF AMERICA
CANBERRA

No. 109

February 26, 1960

Sir :

I have the honor to refer to the cooperative program initiated during the International Geophysical Year between our two governments under which certain facilities for space vehicle tracking and communications were jointly established and operated in Australia for scientific purposes. In view of the resulting mutual benefits, the Government of the United States of America proposes that this cooperative program be continued and extended.

The object of such further and extended cooperation would be to facilitate space flight operations contributing to the advancement of our mutual scientific knowledge of man's spatial environment and its effects; the application of this knowledge to the direct benefit of man; and the development of space vehicles of advanced capabilities, including manned space vehicles.

It is proposed that the program be carried out in accordance with the following principles and procedures :

1. The program shall be conducted by cooperating agencies of each government. On the part of the United States Government, the cooperating agency will be the National Aeronautics and Space Administration. On the part of the Government of the Commonwealth of Australia, the cooperating agency will be the Department of Supply.

2. The nature and location of facilities required in Australia for the program are as follows :

(a) Minitrack Radio Tracking Station at Woomera (originally established under an arrangement of June 7, 1957, between the United States Naval Research

¹ Came into force on 26 February 1960 by the exchange of the said notes.

Laboratory and the Department of Supply of the Government of the Commonwealth of Australia).

- (b) Baker-Nunn Camera Optical Tracking Station at Woomera (originally established under an arrangement of September 12, 1957, between the Smithsonian Astrophysical Observatory of the Smithsonian Institution and the Department of Supply of the Government of the Commonwealth of Australia).
- (c) Project Mercury Radio Tracking Stations at Woomera and Perth.
- (d) Deep Space Probe Radio Tracking Station (85 foot diameter antenna) at Woomera.

The foregoing list of facilities may be amended from time to time by agreement of our two governments.

3. In connection with each facility to be provided under the program, the cooperating agencies will negotiate with a view to reaching agreement upon arrangements with respect to the duration of use of the facility, the responsibility for and financing of the construction, installation, and equipping of the facility, and other details relating to the establishment of or operation of the facility.

4. Each cooperating agency shall provide to the other, from the data acquired through the operation of each facility, such reduced scientific data as the other agency may request for scientific studies it may wish to carry out. The results of all such studies shall be available to both agencies.

5. Each facility established may, unless otherwise agreed, be used for independent scientific activities of the Government of the Commonwealth of Australia, it being understood that such activities would be conducted so as not to conflict with the agreed schedules of operations and that any additional operating costs resulting from such independent activities would be borne by the Government of the Commonwealth of Australia.

6. The United States Government shall retain ownership of any movable property provided by the United States Government, and it shall have the right of removing or disposing of such property at its own expense upon the termination of this agreement or sooner, provided thirty days written notice is given to the Australian cooperating agency.

7 (a). The Government of the Commonwealth of Australia shall take the necessary steps to facilitate the admission into the territory of Australia of such United States personnel as may be assigned to visit or participate in the cooperative activities provided for in this agreement.

7 (b). The effects for personal and household use of personnel entering Australia for the purpose of carrying out the provisions of this agreement (herein-

after referred to as "United States personnel") shall be permitted free entry in accordance with Australian customs law in effect at the date the goods are imported.

- 7 (c). 1. United States personnel sent to Australia by the United States cooperating agency to participate in the program of scientific and space research shall be free from Australian income tax in respect of :
 - (a) remuneration for services rendered in Australia under the program; and
 - (b) income derived from sources outside Australia while engaged in Australia under the program.
2. Such personnel will also be free from Australian death and gift duties which, because of their presence in Australia under the program, may otherwise become payable in respect of property situated outside Australia as a result of the happening of any event while the person concerned is engaged in Australia under that program.

8. The Government of the Commonwealth of Australia shall take the necessary steps to facilitate the admission into the territory of Australia of all items of property provided by the United States Government in connection with activities under this agreement. No duties, taxes, or other charges shall be imposed on such items by the Government of the Commonwealth of Australia or any instrumentalities thereof.

9. The program of cooperation set forth in this agreement shall, subject to the availability of funds, remain in effect for a period of ten years, and may be extended as mutually agreed by the two governments.

If the foregoing principles and procedures are acceptable to the Government of the Commonwealth of Australia, I propose that this note and your reply to that effect shall constitute an agreement between our two governments, which shall enter into force and effect on the date of your reply.

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

(Signed) William J. SEBALD

The Right Honorable Robert Gordon Menzies, C.H., Q.C., M.P.
Minister of State for External Affairs
Canberra

II

MINISTER FOR EXTERNAL AFFAIRS

26th February, 1960

Your Excellency,

I have the honour to acknowledge receipt of your Note of to-day's date reading as follows :

[*See note I*]

I have the honour to confirm that the principles and procedures specified in your Note are acceptable to the Government of the Commonwealth of Australia, which concurs in your proposal that your Note and my present reply shall constitute an agreement between our two Governments, such agreement to enter into force and effect on to-day's date.

I have the honour to be, with high consideration,

Your Excellency's obedient servant,

(*Signed*) Robert MENZIES

His Excellency Mr. William J. Sebald
Ambassador Extraordinary and Plenipotentiary
of the United States of America
Canberra, A. C. T.
