

**No. 5886**

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**UNITED STATES OF AMERICA  
and  
AUSTRALIA**

**Exchange of notes constituting an agreement relating to  
sampling of radioactivity of upper atmosphere by  
means of balloons. Canberra, 9 May 1961**

*Official text : English.*

*Registered by the United States of America on 29 September 1961.*

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

**Échange de notes constituant un accord relatif à la prise  
d'échantillons de radio-activité dans la haute atmosphère  
au moyen de ballons. Canberra, 9 mai 1961**

*Texte officiel anglais.*

*Enregistré par les États-Unis d'Amérique le 29 septembre 1961.*

No. 5886. EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT<sup>1</sup> BETWEEN THE UNITED STATES OF AMERICA AND AUSTRALIA RELATING TO SAMPLING OF RADIOACTIVITY OF UPPER ATMOSPHERE BY MEANS OF BALLOONS. CANBERRA, 9 MAY 1961

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I

*The American Embassy to the Australian Department of External Affairs*

EMBASSY OF THE UNITED STATES OF AMERICA

No. 227

The Embassy of the United States of America presents its compliments to the Department of External Affairs and has the honor to inform the Department that the Government of the United States of America desires to enlist the cooperation of the Government of the Commonwealth of Australia in the program outlined hereunder to sample by means of balloons the radioactivity of the upper atmosphere. The objective of this program is to provide valuable data on the distribution of radioactivity in the Southern Hemisphere which will contribute to mutual scientific knowledge of this subject.

It is proposed that this program be carried out in accordance with the following understandings :

1. The program will be conducted by cooperating agencies of the two governments. On the part of the Government of the United States of America, the cooperating agency will be the United States Atomic Energy Commission, which may act through a contractor of its own selection. On the part of the Government of the Commonwealth of Australia, the cooperating agency will be the Department of Supply.

2. (A) The cooperating agencies are agreed that the airport at Mildura, Australia, meets the need for a large, flat, hard-surfaced balloon site possessing communications and transportation facilities and terrain suitable for recovery operations extending a few hundred miles downwind. The Australian cooperating agency will provide the balloon site on terms to be agreed and, on a reimbursable basis, equipment for meteorological recovery purposes as may be mutually agreed.

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<sup>1</sup> Came into force on 9 May 1961 by the exchange of the said notes.

(B) The United States cooperating agency will provide, inter alia, large plastic balloon of the order of 10,000 to 12,000 cubic of lifting gas and a flight package consisting of sampling devices, power supply control mechanism, communications facilities and all necessary equipment constituting a ground control station.

(C) The United States cooperating agency will bear the cost of conducting the program, including the support of operating personnel and the installation, operation, and maintenance of the equipment.

(D) The program will be carried out in accordance with the safety requirements of the Australian cooperating agency.

3. The United States cooperating agency will assume responsibility for the training of such personnel, including Australians, as are required for the installation, operation, and maintenance of the program.

4. The results of all studies under this program shall be available to both cooperating agencies.

5. The cooperating agencies will agree upon arrangements with respect to the duration of use of the facility and other details relating to the establishment of or operation of the facility.

6. The facility established may also, 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 costs resulting from such independent activities would be borne by the Government of the Commonwealth of Australia.

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

8. (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 activities of the program.

(B) The effects for personal and household use of United States personnel entering Australia for the purpose of carrying out the program shall be permitted free entry in accordance with Australian customs law in effect at the date the goods are imported.

(C) (1) United States personnel sent to Australia for the purpose of carrying out this program 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) United States personnel will 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.

9. The Government of the Commonwealth of Australia shall take the necessary steps to facilitate the admission into and removal from the territory of Australia of all items of property provided by the United States Government or its contractor in connection with activities under the program. No duties, taxes, or other charges will be imposed on such items by the Government of the Commonwealth of Australia or any instrumentalities thereof.

10. To the extent the Commonwealth of Australia is not compensated by other financial protection, the United States cooperating agency will indemnify the Commonwealth of Australia against (a) claims, in the form of judgments rendered or settlements approved in advance by the United States cooperating agency, for public liability arising out of or in connection with the program, and (b) the reasonable costs of investigating and settling such claims, and defending suits for damage for such public liability provided, however, that this indemnification is subject to the availability of appropriated funds to the United States cooperating agency.

11. The program of cooperation set forth in this Note shall, subject to the availability of funds, remain in effect for a period of two years from the date of the Department's reply to this Note, and may be extended as mutually agreed by the two governments.

If the Government of the Commonwealth of Australia concurs in the program of cooperation outlined above, the Embassy has the honor to propose that the present Note and the Department's confirmatory reply should constitute and evidence an agreement between the Government of the Commonwealth of Australia and the Government of the United States of America in the matter.

W. J. S.

Embassy of the United States of America  
Canberra, May 9, 1961

## II

*The Australian Department of External Affairs to the American Embassy*

680/3/2/1/9

The Department of External Affairs presents its compliments to the Embassy of the United States of America and has the honour to acknowledge the Embassy's Note of 9th May, 1961, reading as follows :

[See note I]

The Department confirms that the Government of the Commonwealth of Australia concurs in the programme outlined in the Embassy's Note and agrees that the Embassy's Note and the present reply should constitute an agreement between the Government of the Commonwealth of Australia and the Government of the United States of America in the matter.

(Initialled) [illegible]  
[SEAL]

Canberra, A.C.T., 9th May, 1961