

No. 7221

**UNITED STATES OF AMERICA
and
MADAGASCAR**

**Exchange of notes constituting an agreement relating to
a space vehicle tracking and communications station
in Madagascar. Tananarive, 7 October 1963**

Official texts : English and French.

Registered by the United States of America on 22 April 1964.

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

**Échange de notes constituant un accord relatif à la création
à Madagascar d'une station pour le repérage des en-
gins spatiaux et les communications avec ces engins.
Tananarive, 7 octobre 1963**

Textes officiels anglais et français.

Enregistré par les États-Unis d'Amérique le 22 avril 1964.

No. 7221. EXCHANGE OF NOTES
CONSTITUTING AN AGREEMENT¹ BETWEEN THE UNITED STATES OF AMERICA AND THE MALAGASY REPUBLIC RELATING TO A SPACE VEHICLE TRACKING AND COMMUNICATIONS STATION IN MADAGASCAR. TANANARIVE, 7 OCTOBER 1963

Nº 7221. ÉCHANGE DE NOTES
CONSTITUANT UN ACCORD¹
ENTRE LES ÉTATS-UNIS D'AMÉRIQUE ET LA RÉPUBLIQUE MALGACHE RELATIF À LA CRÉATION À MADAGASCAR D'UNE STATION POUR LE REPÉRAGE DES ENGINS SPATIAUX ET LES COMMUNICATIONS AVEC CES ENGINS. TANANARIVE, 7 OCTOBRE 1963

I

*The American Ambassador to the Acting
Minister of Foreign Affairs of the
Malagasy Republic*

*L'Ambassadeur des États-Unis d'Amérique
au Ministre des affaires étrangères
par intérim de la République
malgache*

EMBASSY OF THE UNITED STATES OF AMERICA

No. 82

Tananarive, October 7, 1963

Excellency :

I have the honor to refer to discussions between representatives of the Government of the United States of America and of the Government of the Malagasy Republic concerning a proposal that the Government of the United States be authorized to establish and operate a space vehicle tracking and communications station in Madagascar. The object of establishing such a station would be to facilitate the development of experimental space projects of a scientific character; to increase man's knowledge of his spatial environment and its effects; and to aid in the application of this knowledge to the direct benefit of man. It is proposed that the establishment and operation of the station would be carried out in accordance with the following provisions :

(1) The costs of constructing, installing, equipping, and operating the station shall be borne wholly by the Government of the United States.

(2) A. The Government of the Malagasy Republic shall use its best efforts to insure that land areas and rights-of-way required for the station shall be leased to the Government of the United States, which may obtain, in accordance with the law, and with the assistance of the Malagasy Government, the rights-of-way required for access,

¹ Came into force on 7 October 1963 by the exchange of the said notes.

¹ Entré en vigueur le 7 octobre 1963 par l'échange desdites notes.

if necessary. The specific site or sites with their boundaries and ancillary rights required for the station shall be as agreed upon by the authorized representatives of the two governments. On the part of the Government of the United States, these shall be representatives of the National Aeronautics and Space Administration (hereinafter referred to as NASA). On the part of the Government of the Malagasy Republic, these shall be such representatives as the Government of the Malagasy Republic may designate.

(2) B. Rental costs for the rights-of-way required for the station shall be borne by the Government of the United States.

(3) A. The station is intended to include equipment for telemetering, ground-to-spacecraft transmitters, spacecraft-to-ground receivers, and a receiver and transmitter for point-to-point communications. The importation of this equipment, the essential characteristics of which will be specified, shall be subject to the prior agreement of the Malagasy Government. Power for the station may be generated at the site by equipment installed as part of the station. Roads shall be constructed, as necessary, at the expense of the Government of the United States, to connect the station to the local road system.

(3) B. Communications to the station shall, to the maximum extent practicable, utilize existing domestic and international facilities. The Government of the Malagasy Republic authorizes the Government of the United States to operate the station's point-to-point communication to the extent that communication requirements cannot be met by domestic and international facilities. In that event, a lump-sum fee shall be fixed by mutual agreement.

(3) C. Equipment initially installed may be replaced or supplemented by additional equipment, as necessary, for the effective operation of the station, and under the importation conditions provided for in paragraph (3) A.

(4) A. Upon the request of the Government of the United States and subject to regulations of the International Telecommunications Union and applicable international and Malagasy radio regulations, the Government of the Malagasy Republic will authorize the use of the radio frequencies required for the purpose of the station after a study and a recommendation have been made by the Coordinating Committee on Telecommunications in Madagascar.

(4) B. Because an essential characteristic of the station will be its freedom from radio interference, the Government of the Malagasy Republic agrees to take such measures as may be necessary from time to time to maintain this freedom against the operation of radio interference producing devices which, may, if introduced in proximity to the station, interfere with the effective operation of the station. The Government of the Malagasy Republic shall, upon the request of the Government of the United States, investigate any interference at the station and shall take all reasonable steps to eliminate the interference.

(4) C. All telecommunications operations by the station shall be conducted in accordance with applicable provisions of the radio regulations of the ITU and the telecommunications regulations of the Government of the Malagasy Republic so as not to cause interference with other authorized telecommunications services.

(5) Construction required at the station site shall be by a United States contractor who shall, to the maximum extent feasible, employ local subcontractors, if available,

and local labor to perform the required work. Maximum use shall be made of materials and supplies available locally. The Government of the Malagasy Republic shall, upon request, use its best efforts to assist the contractor in the local procurement of goods, materials, supplies and services required for the construction of the station and take the necessary steps to facilitate the admission into Madagascar of materials, equipment, supplies, goods or other property furnished by the Government of the United States for the purpose of the station. No tax, duty or charge of a fiscal character shall be levied or assessed on the said scientific or technical materials, equipment, and supplies, brought into and used in Madagascar or removed from Madagascar, the list of which shall be drawn up by mutual agreement.

(6) A. 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 30 days written notice is given to the representatives of the Government of the Malagasy Republic. In the event of transfer of such property locally, the taxes and duties not levied at the time of importation shall become payable, except if such movable property is transferred to the Malagasy Government free of charge.

(6) B. Any site or other ground from which such materials, equipment or other property are removed shall, if the Government of the Malagasy Republic requires, be restored as far as possible by the Government of the United States to its condition at the date of its occupation by that Government before possession is given back to the owner thereof.

(7) The station shall be operated by NASA, either directly or through a United States civilian contractor. In either case, the director of the station shall be a civilian official of the Government of the United States in the person of a NASA representative. In addition to essential United States civilian technicians and specialists assigned by NASA or its contractor, qualified local personnel shall be utilized in connection with the operation and maintenance of the station to the maximum extent feasible.

(8) A. The Government of the Malagasy Republic shall take the necessary steps to facilitate the admission into Madagascar of such United States personnel as may be assigned to visit or participate in the operation of the facility. The personnel so assigned shall not exceed those necessary for the construction and effective operation of the station. The United States personnel shall be subject to the local regulations governing immigration, emigration and the residence of aliens in Madagascar. Furthermore, NASA and, should the case arise, its contractor and sub-contractors, shall be subject to the labor legislation provisions in effect in Madagascar.

(8) B. Personal effects of United States personnel (including contractor personnel) assigned to Madagascar in connection with the construction or operation of the station may be brought into and removed from Madagascar free of all taxes and duties to the extent that the regulations under ordinary law allow.

(9) A. Supplementary arrangements between NASA and such representatives of the Government of the Malagasy Republic as may be designated therefor under paragraph (2) A. hereof may be made as required. The purpose of such arrangements shall be to fix the terms and conditions for implementing this agreement.

(9) B. Any exceptional measures that NASA may consider necessary to ensure the efficient operation of its station and the implementation of its program must be submitted in advance to the Government of the Malagasy Republic for approval.

(9) C. Any person duly authorized by the Government of the Malagasy Republic, in agreement with the NASA representative, may have access to the station. Such access may, however, be temporarily limited in number of visits during the operational periods, prior notice of which must be given to the Government of the Malagasy Republic, both with respect to the schedule and the programs. The scientific observational data obtained by the station shall be made available to the Malagasy authorities as well as to the world scientific community.

(10) It is understood that to the extent the carrying out of this agreement will depend on funds appropriated by the Congress of the United States, it is subject to the availability of such funds.

(11) A. The Government of the United States anticipates that the station will be required for use until December 31, 1967. The Government of the Malagasy Republic agrees that the station may be operated in accordance with the provisions of the present agreement until that date, and thereafter, on the request of the Government of the United States, for such additional periods and on such terms as may be agreed upon by the two governments.

(11) B. Should changed conditions alter the requirements of the Government of the United States for the station at any time prior to December 31, 1967, that Government shall have the right to terminate its use of the station after appropriate advance notice to the Government of the Malagasy Republic of its intention to terminate use of the station.

If the foregoing provisions are acceptable to the Government of the Malagasy Republic, I have the honor to propose that this note and your reply to the effect shall constitute an agreement between the two Governments which shall enter into force on the date of the note in reply.

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

C. Vaughan FERGUSON, Jr.

His Excellency Calvin Tsiebo
Acting Minister of Foreign Affairs
Vice-President of the Government
Tananarive

« Veuillez agréer, Excellence, les assurances renouvelées de ma très haute considération. »

J'ai l'honneur de porter à votre connaissance que le Gouvernement Malgache marque son agrément aux dispositions contenues dans la lettre ci-dessus. Celle-ci constitue, avec la présente réponse, un accord en bonne et due forme entre nos deux Gouvernements, étant entendu que le texte en langue anglaise et le texte en langue française font également foi.

Je saisis cette occasion, Excellence, pour vous renouveler les assurances de ma très haute considération.

Le Vice-Président du Gouvernement,
Ministre des Affaires Étrangères par intérim :

TSIEBO

Son Excellence Monsieur Charles Vaughan Ferguson
Ambassadeur des États-Unis d'Amérique
Tananarive

[TRANSLATION¹ — TRADUCTION²]

MALAGASY REPUBLIC

Fahafahana Tanindrazana Fandrosoana

Tananarive, October 7, 1963

Excellency :

I have the honor to acknowledge receipt of your note dated October 7, 1963, which reads as follows :

[See note I]

I have the honor to inform you that the Malagasy Government signifies its approval of the provisions contained in the foregoing note. That note constitutes, together with this reply, an agreement in good and due form between our two Governments, it being understood that the text in the English language and the text in the French language are equally authentic.

Accept, Excellency, the renewed assurances of my very high consideration.

TSIEBO

Vice President of the Government
Acting Minister of Foreign Affairs

His Excellency Charles Vaughan Ferguson
Ambassador of the United States of America
Tananarive

¹ Translation by the Government of the United States of America.

² Traduction du Gouvernement des États-Unis d'Amérique.