

No. 7427

**UNITED STATES OF AMERICA
and
SPAIN**

**Exchange of notes constituting an agreement relating to
tracking stations. Madrid, 29 January 1964**

Official texts: English and Spanish.

Registered by the United States of America on 30 September 1964.

**ÉTATS-UNIS D'AMÉRIQUE
et
ESPAGNE**

**Échange de notes constituant un accord relatif aux stations
de repérage. Madrid, 29 janvier 1964**

Textes officiels anglais et espagnol.

Enregistré par les États-Unis d'Amérique le 30 septembre 1964.

No. 7427. EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹ BETWEEN THE UNITED STATES OF AMERICA AND SPAIN RELATING TO TRACKING STATIONS. MADRID, 29 JANUARY 1964

I

The American Ambassador to the Spanish Minister of Foreign Affairs

Madrid, January 29, 1964

Excellency :

I have the honor to refer to recent discussions between representatives of our respective Governments concerning a proposal for scientific and technical cooperation between the Government of Spain and the Government of the United States in support of programs for lunar and planetary exploration and for manned and unmanned space flight through the establishment and operation in Spain of a Tracking and Data Acquisition Station ; this station is to be part of a worldwide communications system designed to provide tracking, telemetering and tele-command for these programs.

The Government of Spain, desiring to cooperate with the United States in this program to contribute to the knowledge of man's spatial environment and its effects, has indicated its agreement to the establishment of a tracking and data acquisition station for the purposes described above. Accordingly, the Government of the United States proposes that this station be established and operated in accordance with the following principles and procedures :

1. *Land Required for Station*

The Government of Spain will make available land areas and rights-of-way required for use by the National Aeronautics and Space Administration, hereinafter referred to as NASA, in the establishment and operation of the station, which will be located generally in an area approximately 47 kilometers west of Madrid. The specific site of the station and the amount of land to be made available will be as agreed upon by the authorized representatives of our two Governments. On the part of the United States Government these will be representatives of NASA. On the part of the Government of Spain these will be representatives of the Instituto Nacional de Técnica Aeroespacial, hereinafter referred to as INTA, as the agency representing the Comisión Nacional de Investigación del Espacio.

¹ Came into force on 29 January 1964 by the exchange of the said notes.

2. *Costs*

The Government of the United States for its part will construct the station which is the object of this agreement. All the costs of constructing, installing, equipping and operating the station will be borne by the Government of the United States, including the cost of constructing the roads and necessary accesses. The foregoing activities will be carried out in accordance with the requirements of Spanish legislation, and the provisions of paragraph 11 of this agreement, relating to the ownership of property.

3. *Description of Station*

The station will consist initially of a 26 meter diameter parabolic antenna ; transmitting, receiving, and servo electronics ; recording, data handling, and communication equipment ; and the necessary technical and supporting buildings and structures for offices, storage, housing, sanitation, and other required purposes. It is understood that program requirements are likely to increase as more advanced equipments develop, and that, accordingly, NASA may wish to establish additional facilities within the station area, the geographical limits of which are specified in paragraph 7 (b). NASA will consult with INTA prior to the establishment of any such additional facilities.

4. *Operation of the Station and Use by Spanish Personnel*

a. The station will be operated by NASA, either directly or by contract with a United States firm, or by delegation, in due course, to INTA. From the beginning of the work, NASA or its contractor, in addition to using essential United States technicians and specialists, will progressively engage, to the maximum extent feasible, Spanish technical personnel for the installation, operation, and maintenance of the station. At such time as NASA and INTA jointly determine there are a sufficient number of qualified Spanish technical personnel trained to meet NASA requirements and familiar with the station, NASA may delegate to INTA the responsibility for the station operation and maintenance for the programs covered by the present agreement. NASA and INTA will cooperate closely to ensure full access by INTA to the station with the objective of full exchange of information concerning both the techniques employed and the uses to which the station is being put.

b. The station may be used for independent scientific activities by the Government of Spain, it being understood that such activities would be conducted so as not to conflict with the schedules of operations and maintenance of the station. Any additional costs resulting from such activity will be borne by the Government of Spain.

5. *Communications*

Communications to the station shall, to the maximum extent practicable, utilize domestic and international telecommunication facilities for communications to the United States and to other tracking stations of NASA. Where domestic and international telecommunication facilities are inadequate or not available, the Government of Spain will arrange to construct such telecommunication facilities as are judged by NASA to be necessary, with appropriate costs to be borne by the United States.

6. *Power*

Power for the station will be generated at the site from equipment installed as a part of the station.

7. *Frequency Authorization and Radio Interference*

a. Upon the request of the Government of the United States and subject to provisions of the International Telecommunication Union and applicable Radio Regulations, the Government of Spain will authorize the use of the radio frequencies required for the purposes of the station.

b. Because an essential characteristic of the site to be selected for the station will be its freedom from harmful radio interference, the Government of Spain agrees to take such measures insofar as practicable to maintain this freedom against the introduction or operation of radio interference-producing devices (such as power lines, industrial facilities, primary highways, aircraft beacons, air-ground communications, etc.) within the vicinity of this sensitive radio receiving station and further where in the event it becomes necessary to introduce such devices into the area, the Government of Spain agrees to take all precautionary measures possible to minimize or eliminate any harmful interference. The area considered necessary to be protected from radio interference is approximately 47 kilometers west of Madrid bound by the following latitudes 40°22'00" north and 40°35'00" north and longitudes 4°27'16" west and 4°09'16" west. The Government of Spain agrees, upon the request of the Government of the United States, to investigate any interference to radio reception at the station which may be due to electrical apparatus and shall take all reasonable steps to secure the cessation of the interference.

c. All telecommunications operations by the station shall be conducted in accordance with applicable provisions of the Radio Regulations of the International Telecommunication Union and telecommunications regulations of the Government of Spain so as not to cause interference with other authorized telecommunications services.

8. *Construction*

Construction of the station shall be performed by a United States contractor, who shall, to the maximum extent feasible, employ local subcontractors and local labor to perform the required work. Optimum possible use will be made of materials and supplies available locally. The Government of Spain will, upon request, assist the contractor in the local procurement of goods, materials, supplies and services required for the construction of the station.

9. *Electronic Equipment*

The special electronic equipment, and related equipment, required for the station will be United States type equipment and will be installed by United States technicians.

10. *Admission of Equipment*

The Government of Spain will, upon request, take the necessary steps to facilitate the admission into Spain of material, equipment, supplies, goods or other items of property furnished by the Government of the United States for the purposes of the station. Spanish

authorities will be informed in advance through INTA of the contents of such shipments. No tax, duty or other charge will be levied or assessed, either by the Government of Spain or by any political subdivisions thereof, on material, equipment, supplies, goods or property brought into or procured in Spain, for use in the operation of the station.

11. *Title to Property*

Title to all materials, equipment, supplies, goods or other items of removable property used in connection with the station will remain in the Government of the United States. Title to all other property shall be in the Government of Spain or other Spanish owners. Material, equipment, supplies, goods and property of the Government of the United States at the station may be removed free of taxes, duties or other charges by the Government of the United States at any time.

12. *United States Personnel*

a. The Government of Spain will take the necessary steps to facilitate the admission to Spain of such United States personnel (including contractor personnel) as may be assigned to visit or participate in the construction and operation of the station. The personnel so assigned shall not exceed that necessary for the construction and effective operation of the station. Their names and related information will be promptly communicated to the Government of Spain.

b. Personal and household effects of United States personnel (including contractor personnel) assigned to Spain in connection with the operation of the station may be brought into, used in or removed from Spain free of all taxes, duties or other charges. Such effects shall not be sold or otherwise disposed of in Spain except under conditions approved by the Government of Spain.

c. The presence in Spain of United States personnel (including contractor personnel) in connection with the establishment or operation of the facility will not constitute either residence or domicile and will not, of itself, subject such personnel to taxation, either on income or property. However, such personnel shall not be exempt from indirect taxes on goods or services purchased by them in Spain.

13. *Duration of Agreement*

The Government of Spain and the Government of the United States agree that the station provided for herein may continue to be operated under the terms of this agreement for a period of ten years, subject to extension upon expiration with the consent of the two governments.

14. *Supplementary Arrangements*

Supplementary arrangements between NASA and INTA may be made from time to time as required for the carrying out of the purposes and provisions of this agreement.

15. *Appropriation of Funds*

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

If the foregoing principles and procedures are acceptable to Your Excellency's Government, I have the honor to propose that this note and Your Excellency's note in reply to that effect shall constitute an Agreement between our two Governments on this matter which shall enter into force on the date of your note in reply.

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

Robert F. WOODWARD

His Excellency Fernando María Castiella
Minister of Foreign Affairs
Madrid

II

The Spanish Minister of Foreign Affairs to the American Ambassador

[SPANISH TEXT — TEXTE ESPAGNOL]

MINISTERIO DE ASUNTOS EXTERIORES

Madrid, 29 de Enero de 1964

Excmo. Señor :

Tengo a honra acusar recibo a su Nota de esta fecha, que dice así :

« Excelencia : Tengo el honor de referirme a discusiones recientes entre representantes de nuestros respectivos Gobiernos relativas a una propuesta de cooperación científica y técnica entre los Gobiernos de España y Estados Unidos en apoyo de programas de exploración lunar y planetaria y de vuelos espaciales tripulados y no tripulados a través del establecimiento y funcionamiento en España de una Estación de Seguimiento y de obtención de datos ; esta estación sería parte de un sistema de comunicaciones a escala mundial proyectado para facilitar seguimiento de rutas, telemetría y mando a distancia a dichos programas.

« El Gobierno español, deseando cooperar con los Estados Unidos en este programa a fin de contribuir al conocimiento del medio espacial que rodea al hombre y sus efectos, ha manifestado hallarse de acuerdo con el establecimiento de una estación de seguimiento y de obtención de datos a los fines arriba descritos. En su virtud, el Gobierno de los Estados Unidos propone que dicha estación se establezca y funcione de acuerdo con los siguientes principios y procedimientos :

« 1. *Terreno necesario para la Estación*

« El Gobierno español proveerá los terrenos y derechos de paso necesarios para su uso por la National Aeronautics and Space Administration — a la que de aquí en

[TRANSLATION¹ — TRADUCTION²]

MINISTRY OF FOREIGN AFFAIRS

Madrid, January 29, 1964

Excellency :

I have the honor to acknowledge receipt of your note of this date, which reads as follows :

[*See note I*]

I have the honor to signify to Your Excellency the agreement of the Spanish Government to the foregoing text.

Accept, Mr. Ambassador, the renewed assurances of my highest consideration.

Fernando CASTIELLA

His Excellency Robert F. Woodward
Ambassador of the United States of America
Madrid

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

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