

No. 8406

**UNITED STATES OF AMERICA
and
SPAIN**

Exchange of notes constituting an agreement concerning the continued operation and expansion of the tracking station on the Island of Gran Canaria. Washington, 14 April 1966

Official texts: English and Spanish.

Registered by the United States of America on 21 November 1966.

**ÉTATS-UNIS D'AMÉRIQUE
et
ESPAGNE**

Échange de notes constituant un accord relatif au maintien et au développement des opérations de la station de poursuite de l'île de Grande Canarie. Washington, 14 avril 1966

Textes officiels anglais et espagnol.

Enregistré par les États-Unis d'Amérique le 21 novembre 1966.

No. 8406. EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹ BETWEEN THE UNITED STATES OF AMERICA AND SPAIN CONCERNING THE CONTINUED OPERATION AND EXPANSION OF THE TRACKING STATION ON THE ISLAND OF GRAN CANARIA. WASHINGTON, 14 APRIL 1966

I

The Secretary of State to the Spanish Minister of Foreign Affairs

DEPARTMENT OF STATE
WASHINGTON

April 14, 1966

Excellency :

I have the honor to refer to recent discussions between representatives of our two Governments concerning a proposal for scientific and technical cooperation for peaceful purposes between the Government of the United States of America and the Government of Spain in support of programs for lunar and planetary exploration and for manned and unmanned space flight through the continued operation and expansion of the space vehicle tracking and communications station operated by the National Aeronautics and Space Administration (NASA) on the Island of Gran Canaria. This station is to be part of a worldwide communications system designed to provide tracking, telemetering and telecommand for programs of the type described above.

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 continued operation and expansion of the space vehicle tracking and communications station mentioned in the preceding paragraph. Accordingly, the Government of the United States proposes that this station continue to operate and be expanded in accordance with the following principles and procedures :

1. Description and Location of Station

a. The Government of Spain will continue to make available until at least June 30, 1967 the existing land areas and rights-of-way for use by NASA in the continued operation of the station already established at the southern end of the Island of Gran Canaria. Thereafter, NASA will relinquish the use of the land areas on a date to be determined by the Instituto Nacional de Técnica Aeroespacial (INTA). Installations at

¹ Came into force on 14 April 1966 by the exchange of the said notes.

the station include radars, telemetry systems, ground-to-air transmitting and receiving equipment; additional communications equipment to handle communications requirements that cannot be met by local telephone and telegraph facilities; and necessary supporting buildings and structures for offices, storage, housing, sanitation, and other required purposes. Power for these installations is generated at the site from equipment installed as part of the station.

b. The specific location and amount of land needed for expansion of the station 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 INTA as the agency representing the Comisión Nacional de Investigación del Espacio. The land areas required (including rights-of-way and land necessary for the improvement, widening, or realignment of public or private roads, or for the construction of new roads, as needed, to ensure adequate access to the main antenna site) will amount to a total of approximately thirty hectares. Buildings and equipments to be installed within this area are : a main parabolic antenna approximately 10 meters in diameter; transmitting, receiving, and servo electronics; recording, data handling and display, and communications equipment; equipment for solar event observation, including an optical telescope, a solar radio telescope (antenna) approximately three meters in diameter, and associated electronic, recording, and photographic equipment; technical and supporting buildings and structures as necessary for engineering, operations, offices, storage, housing, utilities, and other required purposes; and a collimation tower, with access road and connecting cable rights-of-way to the main antenna site. Installations located in the areas mentioned in paragraph (a) above may be relocated by NASA at any time within these new areas.

c. The precise configurations of the land areas and rights-of-way mentioned in paragraph (b) above will be determined by detailed surveys by NASA in coordination with INTA and in accordance with the minimum needs for these installations. Only within the areas mentioned in paragraphs (a) and (b) above will NASA, subject to agreement with INTA, hereafter perform new work and install new equipment or replace old equipment. It is understood that program requirements are likely to increase as more advance techniques are developed, and that, accordingly, NASA may wish to expand or modify structures or to install additional equipment at the station within the areas mentioned in paragraph (b) above. This additional equipment may include a second parabolic antenna approximately ten meters in diameter, if later required for missions necessitating multiple telecommunications beyond the capacity of the main antenna mentioned in paragraph (b). This additional antenna would not as provided above, require any additional land area.

2. Costs

The Government of the United States for its part will provide the additional installations of 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 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 10 of this agreement, relating to the ownership of property.

3. *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. INTA will be represented at the station by a Spanish Station Director. From the entry into force of this agreement, 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 that there is 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 operation and maintenance of the station 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 activities will be borne by the Government of Spain.

4. *Communications*

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

5. *Power*

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

6. *Frequency Authorization and Radio Interference*

(a) Upon the request of the Government of the United States and subject to the provisions of the International Telecommunication Union¹ and applicable Radio Regulations,² the Government of Spain will authorize the use of the radio frequencies required for the purposes of the station. It is understood that arrangements in effect for that part of the station presently in operation will be continued insofar as practicable.

b. Because an essential characteristic of the station, as it now exists and as it will be when the planned expansion occurs, will be its freedom from harmful radio interference, the Government of Spain agrees to take whatever measures are 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 station receiving and, further,

¹ United Kingdom, *Treaty Series*, No. 74 (1961), Cmnd. 1484.

² United States of America: *Treaties and Other International Acts Series* 4893.

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 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.

7. *Construction, Labor, and Materials*

Construction of additional installations 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 local materials and supplies which meet NASA's required specifications, both during the construction phase and in the operation of the station itself. The Government of Spain will, upon request, assist the contractor in the local procurement of goods, materials, supplies, and services required for the construction and operation of the station.

8. *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 personnel.

9. *Admission of Equipment*

The Government of Spain will, upon request, take the necessary steps to facilitate the admission into Spain of materials, equipment, supplies, goods, or other property furnished by or on behalf of the Government of the United States to the station for the purpose of this agreement. 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 by or on behalf of the United States Government for the station for the purpose of this agreement.

10. *Title to Property*

a. Title to all materials, equipment, supplies, goods, or any other removable property furnished by or on behalf of the Government of the United States for the station for the purpose of this agreement will remain in the Government of the United States. Title to all other property shall remain in the Government of Spain or other Spanish owners. Materials, equipment, supplies, goods, and other removable property furnished by or on behalf of the Government of the United States for the station may be removed by the Government of the United States at any time, free of taxes, duties, or other charges, it being understood that NASA will postpone such removal, to the extent that operational

requirements permit, to avoid disturbing scientific activities that the Government of Spain may be carrying out in conformity with the provisions of paragraph 3 (b) of this agreement.

b. The materials, equipment, supplies, goods, and other removable property referred to in paragraph (a) above may not be sold or otherwise disposed of in Spain except in conformity with regulations approved by the Government of Spain. If, during the term of this agreement, or upon its termination, the Government of the United States desires to dispose of this property in Spain, the two governments will undertake consultations as soon as possible on order to conclude the necessary arrangements. The Government of Spain will have the right of priority in acquiring the aforementioned materials, equipment, supplies, goods, and other removable property.

11. *United States Personnel*

a. The Government of Spain will take the necessary steps to facilitate the admission into Spain of such United States personnel (including contractor personnel) as may visit or be assigned to the station for the purpose of this agreement. 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 may 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 station will not constitute either residence or domicile in Spanish territory for tax purposes. In no case will the salaries or other income of United States origin which is received by such personnel for their work at the station be subject to taxation.

12. *Duration of the Agreement*

The Government of the United States and the Government of Spain agree that the station provided for herein may continue to be operated under the terms of this agreement until January 29, 1974, subject to extension upon expiration with the consent of the two Governments.

13. *Supplementary Arrangements*

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

14. *Appropriation of Funds*

To the extent that 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.

15. This agreement supersedes the exchange of notes between our two Governments on March 11 and 18, 1960,¹ as amended by an exchange of notes on June 27 and 28, 1963.²

If the foregoing principles and procedures are acceptable to the Government of Spain, 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 assurances of my highest consideration.

Dean RUSK
Secretary of State
of the United States of America

His Excellency Fernando María Castiella y Maíz
Minister of Foreign Affairs of Spain

II

The Spanish Minister of Foreign Affairs to the Secretary of State

[SPANISH TEXT — TEXTE ESPAGNOL]

EMBAJADA DE ESPAÑA
WASHINGTON

Excmo. Señor :

Tengo a honra acusar recibo a V.E. de la Nota de 14 de los corrientes, cuyo texto, traducido al español, dice lo siguiente :

« Tengo el honor de referirme a discusiones recientes entre representantes de nuestros dos Gobiernos relativas a una propuesta de cooperación científica y técnica con fines pacíficos entre los Gobiernos de España y Estados Unidos de América en apoyo de programas de exploración lunar y planetaria y de vuelos espaciales tripulados y no tripulados, mediante la continuación en funcionamiento, y la ampliación, de la estación de seguimiento de vehículos espaciales y de comunicaciones operada por la National Aeronautics and Space Administration (NASA) en la Isla de Gran Canaria. Esta estación será parte de un sistema de comunicaciones a escala mundial proyectado para facilitar seguimiento de rutas, telemetría y mando a distancia en programas del tipo arriba descrito.

« El Gobierno español, deseando cooperar con los Estados Unidos en este programa, a fin de contribuir al conocimiento del medio espacial que

¹ United Nations, *Treaty Series*, Vol. 372, p. 13.

² United Nations, *Treaty Series*, Vol. 487, p. 370.

[TRANSLATION¹ — TRADUCTION²]EMBASSY OF SPAIN
WASHINGTON

Excellency :

I have the honor to acknowledge receipt of Your Excellency's note dated the 14th of this month, the text of which translated into Spanish reads as follows :

[*See note I*]

In communicating to Your Excellency the agreement of the Government of Spain to the foregoing, I beg you, Mr. Secretary of State, to accept the assurances of my highest consideration.

Fernando CASTIELLA
Minister of Foreign Affairs of Spain

Washington, April 14, 1966

His Excellency Dean Rusk
Secretary of State
of the United States of America
Washington, D.C.

¹ Translation by the Government of the United States of America.² Traduction du Gouvernement des États-Unis d'Amérique.