

No. 8798

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**AUSTRALIA**  
**and**  
**UNITED STATES OF AMERICA**

**Agreement relating to the establishment of a joint defence  
space research facility. Signed at Canberra, on  
9 December 1966**

*Official text: English.*

*Registered by Australia on 18 October 1967.*

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

**Accord concernant la création d'un centre commun de  
recherches sur la défense dans le domaine spatial. Signé  
à Canberra, le 9 décembre 1966**

*Texte officiel anglais.*

*Enregistré par l'Australie le 18 octobre 1967.*

No. 8798. AGREEMENT<sup>1</sup> BETWEEN THE GOVERNMENT OF THE COMMONWEALTH OF AUSTRALIA AND THE GOVERNMENT OF THE UNITED STATES OF AMERICA RELATING TO THE ESTABLISHMENT OF A JOINT DEFENCE SPACE RESEARCH FACILITY. SIGNED AT CANBERRA, ON 9 DECEMBER 1966

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The Government of the Commonwealth of Australia (in this Agreement called "the Australian Government") and the Government of the United States of America (in this Agreement called "the United States Government").

Recalling the Security Treaty which was concluded at San Francisco between Australia, New Zealand, and the United States of America on the first day of September, 1951;<sup>2</sup>

Noting, in particular, Article II of that Treaty which provides that the parties thereto will separately and jointly maintain and develop their individual and collective capacity to resist armed attack;

Desiring to co-operate further in effective defence and for the preservation of peace and security;

Considering that the establishment, maintenance and operation of a joint United States-Australia defence space research facility in Australia will materially contribute to that end;

Adverting to the Agreement entered into between the Australian Government and the United States Government on the ninth day of May 1963,<sup>3</sup> concerning the Status of United States Forces in Australia (in this Agreement called "the Status of Forces Agreement");

Have agreed as follows:

*Article 1*

In accordance with the terms and conditions set forth in this Agreement, the Australian Government and the United States Government shall establish, maintain and operate in Australia a facility for general defence research in the space field (in this Agreement called "the facility").

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<sup>1</sup> Came into force on 9 December 1966 by signature, in accordance with article 13.

<sup>2</sup> United Nations, *Treaty Series*, Vol. 131, p. 83.

<sup>3</sup> United Nations, *Treaty Series*, Vol. 469, p. 55.

*Article 2*

The Australian Government shall at its own expense provide such land in the vicinity of Alice Springs, Northern Territory, as is required for the purposes of the facility. All land so provided will remain vested in the Australian Government, which shall for the duration of this Agreement make the land available for the facility on terms and conditions to be agreed between the two Governments and shall for this purpose accord to the United States Government all necessary rights of access to, and joint use and occupation of, the land.

*Article 3*

The facility shall be established, maintained, and operated by the co-operating agencies of the two Governments, and information derived from the research programmes conducted at the facility shall be shared by the two Governments. These agencies are the Australian Department of Defence and the Advanced Research Projects Agency (ARPA) of the United States Department of Defense.

*Article 4*

At all stages of construction and maintenance of the facility use shall be made of Australian resources, wherever appropriate and practicable.

*Article 5*

The land provided for the facility under Article 2 shall be considered a secure area. The authorities of the Australian Government shall prescribe appropriate measures to control access to the land and the facility. Security measures within the area shall be arranged between the co-operating agencies.

*Article 6*

Except as may be otherwise agreed between the two Governments, the United States Government and its contractors and sub-contractors shall retain title to equipment, materials, supplies and other property brought into or acquired in Australia by them for the facility. The United States Government, consistently with this Agreement, and its contractors and sub-contractors may remove such property from Australia at their own expense and free from export duties and related charges, upon the termination of this Agreement or sooner. However, such property shall not be disposed of within Australia except under conditions to be agreed upon by the two Governments.

*Article 7*

(1) The Status of Forces Agreement, other than Articles 9, 10, 11, 15, 17 and 20 and subject to the modifications set out in paragraph (2) of this Article, shall be deemed to apply to the construction, maintenance and operation of the facility (in this Article referred to as "the project") and shall be read as if incorporated in this Agreement.

(2) For the purposes of the application of the provisions of the Status of Forces Agreement in accordance with paragraph (1) of this Article, it is agreed that, as between the Governments —

- (a) a United States civilian employee shall be regarded as a member of the civilian component and the applicable provisions of that Agreement shall be applied to the employee accordingly;
- (b) property owned by the United States Government and used in Australia in connection with the project shall be regarded as being used or for use by its land, sea or air armed forces and paragraph (1) of Article 12 of that Agreement shall be applied to that property accordingly;
- (c) damage caused by a United States civilian employee in the performance of duty in relation to the project shall be regarded as being caused by an employee of the armed forces of the United States Government in the performance of his official duties and paragraph (1) of Article 12 of that Agreement shall be applied to that damage accordingly;
- (d) vehicles owned by the United States Government and used in Australia in connection with the project shall be regarded as official vehicles of the United States Forces and paragraph (5) of Article 12 of that Agreement shall be applied to those vehicles accordingly;
- (e) an act or omission of a United States civilian employee done in the performance of duty in relation to the project shall be regarded as an act or omission of an employee of the United States Forces done in the performance of official duty and paragraph (7) of article 12 of that Agreement shall be applied accordingly; and
- (f) United States personnel who are in Australia for the purposes of the project shall be regarded as in Australia for the purposes of that Agreement and Article 21 of that Agreement shall be applied accordingly.

(3) For the purposes of this Article "a United States civilian employee" means a civilian employee of the United States Government who is employed

in Australia in connection with the facility and who is not a citizen of, or ordinarily resident in, Australia.

*Article 8*

(1) The Australian Government shall take the necessary steps to facilitate the admission into Australia of all equipment, materials, supplies and other property provided by or on behalf of the United States Government in connection with the facility. No duties, taxes or like charges shall be levied on such property which is certified by the United States Government to be imported for use in the construction, maintenance or operation of the facility and which it is certified at the time of entry is or will become the property of the United States Government.

(2) Exemption from sales tax will be allowed by the Australian Government in respect of equipment, materials, supplies and other property purchased in Australia which the United States Government certifies are for use in the construction, maintenance or operation of the facility and not for resale, provided that such property will become the property of the United States Government prior to use in Australia.

(3) The United States Government will be entitled to receive from the Australian Government the amount of any duties, taxes or other charges (not being charges for services requested and rendered), which may have been imposed or levied in respect of equipment, materials, supplies or other property which have been incorporated in the facility or wholly consumed on the site in the construction, maintenance or operation of the facility or which, having been brought from the United States expressly for use on the site in the construction, maintenance or operation of the facility, have been exclusively so used and have been exported from Australia.

*Article 9*

(1) Income derived wholly and exclusively from performance in Australia of any contract with the United States Government in connection with the facility by any person or company (other than a company incorporated in Australia) being a contractor, sub-contractor, or one of their personnel, who is in or is carrying on business in Australia solely for the purpose of such performance, shall be deemed not to have been derived in Australia, provided that it is not exempt, and is brought to tax, under the taxation laws of the United States. Such contractors, sub-contractors and personnel, and the dependants of any of the above other than those persons who, immediately before becoming dependants, were and at all times thereafter have continued to be ordinarily resident in Australia, shall not be subject to Australian tax in respect of income derived from sources outside Australia.

(2) Where the legal incidence of any form of taxation in Australia depends upon residence or domicile, periods during which such contractors, sub-contractors, personnel and dependants are in Australia solely in connection with the establishment, maintenance or operation of the facility shall not be considered as periods of residence therein, or as creating a change of residence or domicile, for the purposes of such taxation.

(3) Personal property which is situated in Australia solely by reason of such contractors, sub-contractors, personnel and dependants being in Australia, or carrying on business in Australia, wholly and exclusively in connection with the performance in Australia of a contract or contracts with the United States Government in connection with the facility shall, in respect of the holding by, transfer by reason of the death of, or transfer to or by, those persons or companies, be exempt from taxation under the laws of the Australian Government relating to estate and gift duty.

(4) The last preceding paragraph shall apply only if the property concerned is subject, and is brought, to taxation under the laws of the United States relating to estate or gift tax, and shall not apply in relation to —

- (a) property held as, or for the purpose of, an investment;
- (b) intangible property registered, and copyright subsisting, in Australia, or
- (c) property held in connection with the carrying on in Australia of any business not otherwise referred to in this Article.

(5) A person or company shall not be disqualified from being a contractor, sub-contractor or one of their personnel in respect of whom this Article applies by reason only of the contractor or sub-contractor having undertaken the performance in Australia of a contract for the United States Government in connection with a project, other than the facility, agreed upon by the two Governments.

#### *Article 10*

The communications services of the Australian Government and its instrumentalities shall be used, as appropriate, for the purposes of the facility in accordance with arrangements to be made between the co-operating agencies.

#### *Article 11*

The Australian Government shall exercise its good offices for the purpose of ensuring that material in support of the facility that is required to be carried by rail is transported expeditiously and at the rates applicable to goods carried on behalf of the Australian Government.

*Article 12*

Whenever flags are flown at the facility, the Australian national flag and the United States flag shall be flown on separate and adjacent flagstaffs.

*Article 13*

This Agreement shall enter into force on the date of signature and shall remain in force for a period of ten years and thereafter until terminated. After this Agreement has been in force for a period of nine years, either Government may at any time notify the other Government in writing that it desires to terminate the Agreement, in which event the Agreement shall terminate one year after such notice has been given.

IN WITNESS WHEREOF the undersigned, duly authorized by their respective Governments, have signed this Agreement.

DONE at Canberra, in duplicate, this ninth day of December 1966.

For the Government of the Commonwealth of Australia :	For the Government of the United States of America :
Paul HASLUCK	Edwin M. CRONK