

No. 8588

**UNITED STATES OF AMERICA, AUSTRALIA
and UNITED KINGDOM OF GREAT BRITAIN
AND NORTHERN IRELAND**

**Memorandum of arrangement to cover re-entry experiments
in Australia in connection with Project Sparta (with
exchange of notes between the United States of America
and Australia, and United States of America Aide-
Mémoire). Signed at Canberra, on 30 March 1966**

Official text: English.

Registered by the United States of America on 28 March 1967.

**ÉTATS-UNIS D'AMÉRIQUE, AUSTRALIE
et ROYAUME-UNI DE GRANDE-BRETAGNE
ET D'IRLANDE DU NORD**

**Mémorandum d'accord concernant les essais de rentrée dans
l'atmosphère effectués en Australie dans le cadre du
Projet Sparta (avec échange de notes entre les États-
Unis d'Amérique et l'Australie et aide-mémoire des
États-Unis d'Amérique). Signé à Canberra, le 30 mars
1966**

Texte officiel anglais.

Enregistré par les États-Unis d'Amérique le 28 mars 1967.

No. 8588. MEMORANDUM OF ARRANGEMENT¹ BETWEEN THE UNITED STATES OF AMERICA, AUSTRALIA AND THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND TO COVER RE-ENTRY EXPERIMENTS IN AUSTRALIA IN CONNECTION WITH PROJECT SPARTA. SIGNED AT CANBERRA, ON 30 MARCH 1966

This Memorandum records the understandings reached between the Government of the Commonwealth of Australia (in this Memorandum called the "Australian Government"), the Government of the United States of America (in this Memorandum called the "United States Government") and the Government of the United Kingdom of Great Britain and Northern Ireland (in this Memorandum called the "United Kingdom Government") in connection with the project known as Sparta (in this Memorandum called "The Project"), for the firing of certain re-entry vehicles from the Australian test range at Woomera and the use of special instrumentation to observe re-entry phenomena. The Project will be conducted in accordance with the following principles and procedures.

Article I

1. The Project will be conducted by three co-operating agencies on behalf of the three Governments. These agencies will be the Advanced Research Projects Agency of the United States Department of Defense, the United Kingdom Ministry of Aviation and the Australian Department of Supply.
2. The co-operating agencies will negotiate with a view to reaching agreement upon the programme for the Project, arrangements with respect to the use of the test range, the financing of the Project and other matters relating to the Project.

Article II

As between the United Kingdom Government and the Australian Government, subsisting arrangements relating to the conduct of the Joint United Kingdom/Australian Long Range Weapons Project shall apply with respect to the Project insofar as they are not modified by the terms of this Memorandum or the agency agreement to be concluded in accordance with the preceding article.

¹ Came into force on 30 March 1966, upon signature, in accordance with article VI.

Article III

1. The Australian Government will take the necessary steps to facilitate the admission into its territory of such United States personnel (military and civilian employees of the United States Government and contractors and sub-contractors and their employees) as may be assigned to visit or participate in the Project.
2. The Australian Government will arrange for the implementation by appropriate means of the principle that goods, including private motor vehicles, that are owned by United States personnel when they enter Australia for the purpose of participating in the Project and are brought by them into Australia for their personal and household use and that will be removed by them from Australia upon their ceasing to participate in the Project will, subject to compliance with procedures and to the provision of recognisances prescribed by or under Australian law, be permitted entry and removal free from payment of Australian customs duty and sales tax.
3. United States personnel sent to Australia to participate in the Project will be free from Australian taxes on income in respect of:
 - (A) Remuneration for services rendered in Australia or by virtue of the presence of such personnel in Australia in connection with the Project and
 - (B) Income derived from sources outside Australia.
4. United States personnel, while engaged in Australia under the Project, will, unless they acquire an Australian domicile, also be free from Australian death and gift duties which, because of their presence in Australia, might become payable in respect of property situated outside Australia.
5. The provisions of this article do not exempt any persons from payment of Australian taxes on income derived from Australian sources, nor do they exempt United States citizens who, for United States income tax purposes, claim Australian residence from payment of Australian taxes on income.
6. The provisions of this article do not apply to any persons for whom status in Australia is provided under the Agreement Concerning the Status of United States Forces in Australia of May 9, 1963.¹

Article IV

1. The Australian Government will take the necessary steps to facilitate the admission into Australia of all property provided by or on behalf of the United States Government in connection with the Project. No duties, taxes, or other

¹ United Nations, *Treaty Series*, Vol. 469, p. 55.

like charges will be imposed on such property by the Australian Government or any of its instrumentalities.

2. The United States Government and its contractors and subcontractors will retain title to all property imported, brought into or acquired in Australia for the Project.

3. The United States Government and its contractors and subcontractors may remove such property from Australia at their own expense and free from export duties or related charges, upon the completion of the Project or sooner. However, such property will not be disposed of in Australia except under conditions acceptable to the Australian Government.

Article V

1. Data acquired through the programme, including the results of the analysis of such data, will be freely available to each of the participating Governments. This arrangement does not place the participating Governments under obligations to exchange information on application of data, acquired through the programme, to particular weapon systems.

2. Should any information involving any proprietary rights be exchanged under the Project, such rights will be respected by the Government receiving it, but each of the participating Governments may use for its own purposes all other information.

3. Should inventions be made during the course of the joint work of the Project, each of the participating Governments will, so far as is within its power, grant to the other two Governments a royalty-free license to use those inventions for their defense purposes.

Article VI

This Memorandum of Arrangement will take effect from the date of signature and will have effect in respect of operations for three years from that date and thereafter until terminated by any one of the Governments upon three months' written notice to the other two Governments.

SIGNED at Canberra this thirtieth day of March One thousand nine hundred and sixty-six.

For the Government of the Commonwealth of Australia :
J. G. GORTON

For the Government of the United Kingdom of Great Britain
and Northern Ireland :
J. Conwy MORGAN

For the Government of the United States of America :
Edwin M. CRONK

EXCHANGE OF NOTES BETWEEN THE UNITED STATES
OF AMERICA AND AUSTRALIA

I

U.S. NOTE

No. 189

The Embassy of the United States of America presents its compliments to the Department of External Affairs and has the honor to ask the Department to confirm the following understanding concerning the carrying out in Australia of Project Sparta :

In connection with the memorandum of arrangement concerning Project Sparta, concluded this day, it is the understanding of the Government of the United States that claims (other than contractual claims) resulting from this Project will be handled as follows :

A. (1) Each Government waives all its claims against the other Government for any damage to any property owned by it and used for the purposes of the Project, provided that the damage :

- (a) Was caused by Project personnel of the other Government in the performance of official duties in relation to the Project; or
- (b) Arose from the use in relation to the Project of any vehicle or aircraft owned by the other Government or its contractors or subcontractors provided either that the vehicle or aircraft causing the damage was being used for official purposes in relation to the Project or the damage was caused to any property being so used.

(2) Each Government waives all its claims against the other Government for injury or death suffered by any of its Project personnel while such personnel was engaged in the performance of official duties in relation to the Project.

(3) If a dispute arises as to whether an act or omission was done in the performance of official duties in relation to the Project, or whether a vehicle or aircraft was being used for official purposes in relation to the Project, the question shall be submitted to the arbitrator provided for under subparagraph 2 (B) of Article 12 of the Agreement concerning the Status of United States Forces in Australia of May 9, 1963, whose decision on this point shall be final and conclusive.

B. Other claims of the Governments and the claims of their contractors and subcontractors will, subject to any payment provided under the insurance referred to in C below, be (I) settled under the agreement concerning the Status of United States Forces in Australia of May 9, 1963, if the circumstances giving rise to a claim bring it within the purview of Article 12 thereof; (II) presented to the Australian or United States contractors and subcontractors as appropriate, who will have effected public risk insurance; or (III) communicated to the Government concerned for appropriate disposition in accordance with its domestic law.

C. Except in the case of claims arising out of the use of motor vehicles, third party claims against Governments, contractors and subcontractors shall be handled through the procurement in Australia of comprehensive third party risk insurance which shall also extend to claims referred to in the last preceding paragraph. The cost of this coverage for all firings is to be shared as follows : one-half by the Australian Government, and, on behalf of the United States, one-half by its contractors. The United States Government and all contractors and subcontractors shall provide appropriate insurance coverage against third party risks resulting from the operation of their respective motor vehicles. The Australian Government will handle motor vehicle claims against it as a self-insurer.

D. Any claims (including those of third parties) against a Government, contractor or subcontractor that are not disposed of or settled by virtue of the operation of the preceding provisions of this understanding may be presented by either Government to the other to be dealt with through diplomatic channels.

E. (1) For the purposes of this understanding

- (a) Property procured with funds allocated to the joint United Kingdom/Australian long range weapons project or used in connection with that project shall be regarded as being property owned or used by the Australian Government; and
- (b) Persons, whether Australian or United Kingdom personnel, engaged upon the Project shall be deemed to be employees or contractors of the Australian Government, and the Australian Government shall accordingly have the rights and obligations provided by this understanding with respect to that property and those persons.

(2) As between the Australian Government and the United Kingdom Government, damage to property referred to in the last preceding paragraph and amounts for which the Australian Government is liable in relation to persons referred to in that paragraph shall be dealt with and shared by and between the two Governments in the same manner as such damage and liabilities are to be dealt with and shared under the subsisting agreements relating to the conduct of the joint Project.

F. Nothing in this understanding shall affect the jurisdiction of the courts of Australia or the sovereign immunity of the United States from suit in those courts.

If the foregoing understanding is shared by the Australian Government, the Embassy of the United States proposes that the present note and the Australian Government's confirmatory reply thereto be deemed to constitute and evidence an understanding between the Australian and United States Governments in the matter.

Embassy of the United States of America
Canberra, March 30, 1966

II

AUSTRALIA

The Department of External Affairs presents its compliments to the Embassy of the United States of America and has the honour to refer to the Embassy's Note No. 189 of 30th March, 1966, reading as follows :

[See note I]

The Department of External Affairs has the honour to confirm that the understanding contained in the Embassy's Note is shared by the Australian Government, and accepts the proposal that the Embassy's Note and this confirmatory reply shall be deemed to constitute and evidence the understanding between the United States and Australian Governments in the matter.

[SEAL] J. P.

The Department of External Affairs
Canberra, A.C.T., 30th March, 1966

III

AUSTRALIA

File 694/7/42

The Department of External Affairs presents its compliments to the Embassy of the United States of America and has the honour to request the Embassy to confirm the following understanding concerning the Memorandum of Arrangement concerning Project Sparta concluded this day.

“ It is expected that paragraphs 3 and 5 of Article III will be given effect to by applying to the various categories of United States personnel set out in paragraph 1 of that Article, in relation to the project, the provisions and conditions that apply to employees of the United States Forces and to contractors and their employees, respectively, for the purpose of giving effect to the Agreement concerning the status of United States Forces in Australia and to the Agreement relating to the Establishment of a United States Naval Communication Station in Australia.¹

“ It is understood on the part of the Australian Government that this course of action would be accepted by the United States Government as compliance with the requirements of those paragraphs and your confirmation of this on behalf of the United States Government would be appreciated. ”

¹ United Nations, *Treaty Series*, Vol. 475, p. 331.

If the foregoing understanding is shared by the United States Government, the Department of External Affairs proposes that the present Note and the United States Government's confirmatory reply thereto be deemed to constitute and evidence an understanding between the Australian and the United States Governments in the matter.

The Department avails itself of this opportunity to renew to the Embassy of the United States of America the assurances of its highest consideration.

[SEAL] J. P.

Canberra, A.C.T., 30th March, 1966

IV

U.S. NOTE

No. 193

The Embassy of the United States of America presents its compliments to the Department of External Affairs and has the honor to refer to the Department's note of today's date which reads as follows :

[*See note III*]

The Embassy has the honor to confirm that the foregoing understanding concerning the Memorandum of Arrangement of Project Sparta concluded this day is shared by the United States Government which concurs in the suggestion that the Department's note and this reply shall constitute an understanding between the Australian and United States Governments in the matter.

Embassy of the United States of America

Canberra, March 30, 1966

UNITED STATES OF AMERICA

AIDE-MÉMOIRE

In connection with the Memorandum of Arrangement signed March 30, 1966 for the carrying out of "Project Sparta" in Australia, it will be recalled that the following understandings were reached :

1. The expression "brought by them into Australia" does not mean physically accompanying on actual arrival but will permit effects already owned

at the time of entry to be introduced within a reasonable period thereafter, normally six months.

2. It is the understanding of the United States Government that left-hand drive vehicles may be registered in South Australia and the Australian Capital Territory.

Embassy of the United States of America

Canberra, March 30, 1966