

No. 9129

**UNITED KINGDOM OF GREAT BRITAIN
AND NORTHERN IRELAND
and
EUROPEAN SPACE RESEARCH ORGANIZATION**

**Agreement concerning the establishment and use of a Tele-
metry Station in the Falkland Islands (with annexes).
Signed at Paris, on 24 November 1967**

Official texts: English and French.

*Registered by the United Kingdom of Great Britain and Northern Ireland on
4 June 1968.*

**ROYAUME-UNI DE GRANDE-BRETAGNE
ET D'IRLANDE DU NORD
et
ORGANISATION EUROPÉENNE DE RECHERCHES
SPATIALES**

**Accord concernant la création et l'utilisation d'une station de
télémétrie aux îles Falkland (avec annexes). Signé à
Paris, le 24 novembre 1967**

Textes officiels anglais et français.

*Enregistré par le Royaume-Uni de Grande-Bretagne et d'Irlande du Nord le
4 juin 1968.*

No. 9129. AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND AND THE EUROPEAN SPACE RESEARCH ORGANISATION CONCERNING THE ESTABLISHMENT AND USE OF A TELEMETRY STATION IN THE FALKLAND ISLANDS. SIGNED AT PARIS, ON 24 NOVEMBER 1967

The Government of the United Kingdom of Great Britain and Northern Ireland (hereinafter referred to as "the Government of the United Kingdom") on the one part and

The European Space Research Organisation (hereinafter referred to as "the Organisation") on the other part

Considering paragraphs *c*) and *h*) of Article V and paragraph *d*) of Article VI of the Convention for the Establishment of a European Space Research Organisation (hereinafter referred to as "the Convention"),²

Considering the Protocol of 31st October 1963 on the Privileges and Immunities of the Organisation,

Desiring to arrange for the installation of a Satellite Telemetry Station in the Falkland Islands near the Radio and Space Research Station (hereinafter referred to as "the Radio and Space Research Station"),

Have agreed as follows :

PART I

SUBJECT OF THE AGREEMENT

Article 1

In accordance with the provisions of this Agreement, the Government of the United Kingdom, on behalf of the Organisation, shall construct in the Falkland Islands and ensure the functioning of a Satellite Telemetry Station (hereinafter referred to as "the Station") taking into account the facilities available at the Science Research Council's neighbouring Radio and Space Research Station.

¹ Came into force on 24 November 1967, upon signature, in accordance with article 14.

² United Nations, *Treaty Series*, Vol. 528, p. 33.

Article 2

1. The Government of the United Kingdom nominates the Science Research Council of the United Kingdom (hereinafter referred to as "the SRC") as their competent authority for matters pertaining to the implementation of the present Agreement.

2. For the purposes of the application of the present Agreement, the Organisation shall enter into a Contract with the SRC for the provision and operation of the telemetry facilities in the Falkland Islands to meet the Organisation's requirements (hereinafter referred to as "the Operating Contract").

3. The SRC shall lease to the Organisation the sites on which the buildings and facilities for the Station will be situated. In the absence of any special agreement that may be concluded in the circumstances described in paragraph 4 of Article 16 of this Agreement such leases shall be terminated simultaneously with this Agreement.

PART II

DEFINITION OF FACILITIES TO BE PROVIDED

Article 3

1. The Government of the United Kingdom shall :
 - a) construct the buildings and facilities necessary to meet the operational requirements of the Organisation, in accordance with the provisions laid down in Part I of Annex I to this Agreement;
 - b) undertake any modifications or extensions as may later be required by the Organisation and agreed between the parties;
 - c) use its good offices to facilitate the conclusion of a contract between the Government of the Falkland Islands and the Organisation for the establishment and effective operation of a communications link to be provided with the Control Centre of the Organisation;
2. Title to the buildings and facilities referred to in sub-paragraphs 1 a) and, if appropriate, b) of this Article, shall be conveyed to the Organisation.

Article 4

1. The Organisation shall purchase and transport to its place of use in the Falkland Islands all the technical equipment, test equipment, and spares listed in Part II of Annex I to this Agreement. The installation of such equipment, and its acceptance, shall be the responsibility of the Organisation.

2. The equipment and spares referred to in paragraph 1 of this Article shall remain the property of the Organisation. These equipment and spares shall be employed in accordance with the Operating Contract referred to in Article 2.

PART III

FINANCIAL PROVISIONS

Article 5

The Organisation shall reimburse to the SRC, acting on behalf of the Government of the United Kingdom the expenditure incurred in implementation of this Agreement. The financial arrangements between the parties shall be governed by the provisions of Annex II to this Agreement.

Article 6

If the Organisation wishes to carry out a special operation outside the scope of its normal operations, it shall reimburse to the SRC, acting on behalf of the Government of the United Kingdom, the relevant costs, including those for any extra staff to be engaged by the SRC, subject to prior agreement between the parties.

PART IV

PROVISIONS REGARDING TRANSIT OF SATELLITES
AND RECORDING OF INFORMATION

Article 7

The Organisation shall inform the SRC with sufficient warning if special action exceeding normal operations is required. Both parties shall agree in advance on the special measures to be undertaken in such a case.

Article 8

The Organisation shall be responsible for providing and transporting the necessary tapes or other recording materials. These tapes and materials shall remain the property of the Organisation; all intellectual property rights concerning information recorded shall be vested in the Organisation.

PART V

GENERAL PROVISIONS

Article 9

Any activity on behalf of third parties carried out in accordance with the provisions of the Convention shall, for the purpose of this Agreement, be considered part of the activities of the Organisation.

Article 10

Each party agrees to give favourable consideration to requests from the other party to use its Station and Staff in the Falkland Islands.

Article 11

1. Staff members of the Organisation, or the Organisation's contractors, or representatives of scientific groups collaborating with the Organisation, shall be entitled to visit the Station. The arrangements regarding the admission of such persons shall be made in advance by both parties.

2. The Government of the United Kingdom shall take the necessary measures to facilitate the entry to the Falkland Islands of the persons referred to in paragraph 1.

Article 12

The Government of the United Kingdom shall ensure that the provisions of the Protocol of 31st October 1963 on the Privileges and Immunities of the Organisation will apply in the Falkland Islands.

Article 13

Annexes I and II to this Agreement form an integral part of this Agreement.

Article 14

This Agreement shall enter into force on signature by both parties.

Article 15

This Agreement may be revised by mutual consent at the request of either party in the event of any essential change in circumstances.

Article 16

1. Subject to the provisions of paragraphs 2, 3 and 4 of this Article, this Agreement shall remain in force until the end of February 1972 and thereafter shall be extended automatically for periods of five years at a time.

2. Either party may give notice of termination of this Agreement one year before the expiry of any period as defined in paragraph 1 of this Article and the Agreement shall then terminate on the expiry of that period.

3. This Agreement shall terminate automatically in the event of the dissolution of the Organisation under the terms of the Convention.

4. In the event that the Government of the United Kingdom denounces the Convention, in accordance with Article XVII of the Convention, this Agreement shall terminate on the date on which the denunciation of the Convention by the Government of the United Kingdom takes effect, unless a special Agreement, according to paragraph 2 of Article XVII of the Convention is concluded for the continued use of the Station.

Article 17

1. On the termination of this Agreement under paragraphs 2 or 3 of Article 16 :

- a) the Government of the United Kingdom shall have the first option over any movable or dismantlable equipment which the Organisation does not intend to remove;
- b) the conditions for the transfer to the Government of the United Kingdom of the immovable buildings and installations of the Organisation in the Falkland Islands and the amount of compensation for such transfer shall be agreed between the parties. In the event of disposal by the Organisation of those buildings and installations to third parties, the acceptance by the Falkland Islands or the United Kingdom authorities of such disposal shall be required.

2. On the termination of this Agreement under paragraph 4 of Article 16 the provisions of Article XVII of the Convention shall apply.

Article 18

1. Any dispute arising out of the interpretation or application of this Agreement which cannot be settled directly between the parties may be submitted by either party to an Arbitral Tribunal. If a party intends to submit a dispute to arbitration, it shall notify the other party.

2. The Government of the United Kingdom and the Organisation shall each designate a member of the Tribunal. These two members shall designate a third member of the Tribunal who shall be its chairman.

3. If, after three months from the date of the notification referred to in paragraph 1 of this Article, either party has failed to make the designation referred to in paragraph 2 of this Article, the other party may request the President of the International Court of Justice to make this designation. The same procedure may be invoked by either party if, after one month from the date of appointment of the second arbitrator, the first two arbitrators are unable to agree on the designation of the third arbitrator.

4. The Tribunal shall determine its own procedure and where it shall meet.

5. The award of the Tribunal shall be final and binding on the parties. In cases of dispute concerning the import or scope of the award it shall be incumbent upon the Tribunal to interpret it at the request of either party.

IN WITNESS WHEREOF the undersigned, being duly authorised thereto, have signed this Agreement.

DONE in duplicate at Paris this twenty-fourth day of the month of November 1967, in the English and French languages, both texts being equally authoritative.

For the Government of the United Kingdom of Great Britain
and Northern Ireland :

D. P. REILLY

For the European Space Research Organisation :

Hermann BONDI

ANNEX I

PROVISIONS REGARDING THE APPLICATION OF ARTICLES 3 AND 4 OF THE AGREEMENT

PART I

The work to be undertaken, in accordance with paragraphs 1 *a*) and 1 *b*) of Article 3 of the Agreement, shall consist of :

- a*) construction of accommodation in order to house the Organisation's electronic equipment and to provide office space for staff, storage space, etc.;
- b*) laying concrete foundations for, and making provision for cable runs to : the telemetry antenna, the telecommand antenna and associated enclosure for the command transmitter and the calibration tower;

- c) reconstruction of the part from the end of the present made up road, adjacent to the seaplane hangar, to the telemetry station (approximately $1\frac{1}{4}$ miles) of the public road leading from Fort Stanley to the Station, it being understood that the Organisation will not be held responsible for or be charged for any maintenance or repairs to this road or part thereof;
- d) 1) modifications to the power-distribution network to replace with underground cables existing sections of overhead lines in the vicinity of the telemetry and communications installations;
2) connection of water supply and provision of sewage facilities for the buildings described in a) above;
- e) internal installations in the buildings: electrical distribution, air-conditioning ventilation, heating, furniture, etc.;
- f) living accommodation for the staff required to perform the work of the Organisation at the Station;
- g) provision of any other facilities—to be jointly agreed—to meet the operational requirements of the Organisation.

PART II

The technical equipment, referred to in paragraph 1 of Article 4 of the Agreement, shall consist of:

- a) a telemetry antenna
- b) a command antenna
- c) telemetry receiving equipment
- d) command transmitting equipment
- e) timing equipment
- f) recording equipment
- g) decommutation and quick-look equipment
- h) signal and control cabling and connectors inside and outside the building and signal control and power cabling and connectors between units inside the building
- i) test and monitoring equipment, as well as spare parts, for the above items
- j) such other equipment as may be agreed from time to time under the provisions of the Contract referred to in Article 2 of the Agreement.

ANNEX II

FINANCIAL ARRANGEMENTS

PART I

RUNNING COSTS

Article 1

The SRC shall submit to the Organisation annually, by the 31st March, estimates of expenditure to be incurred under Article 2 of this Annex for the following calendar year.

Such estimates are for budgetary purposes and will be agreed by discussion between the SRC and the Organisation. The SRC shall only enter into commitments within the limit agreed upon.

Article 2

The Organisation shall reimburse the SRC the actual costs incurred in the implementation of the Agreement. To this end, the SRC shall submit, after the end of each calendar quarter, a certified statement of account showing the expenditure incurred on behalf of the Organisation for the running of the Station. The account shall be drawn up under the following headings :

a) Staff costs :

(i) Cost of staff recruited for service for the Organisation's purposes at the Station. Such costs shall be calculated at the appropriate SRC rates on the basis of fulltime employment and shall include, in particular, salaries, overtime, allowances, super-annuation and national health insurance;

(ii) Similar costs of the Officer-in-Charge of the Radio and Space Research Station, for the activities he undertakes on behalf of the Organisation.

- b) All travel costs of the staff referred to in paragraph a) (i) of this Article (and, where applicable, to and from the Falkland Islands of the families of the staff recruited for service at the Station), incurred for the Organisation, in accordance with the appropriate regulations applied by the SRC. No charge will be made to the Organisation in respect of the travel costs of the Officer-in-Charge of the Radio and Space Research Station in the Falkland Islands, except in circumstances where the travel is occasioned solely by work in connection with the Agreement or the Operating Contract referred to in Article 2 of the Agreement.*
- c) Costs of maintaining in good repair the installations, equipment and buildings defined in Annex I to the Agreement.*
- d) Costs incurred at the request and on behalf of the Organisation for the transport of equipment, magnetic tapes, records and the like.*
- e) Consumable items (except spare parts and replacements provided by the Organisation).*
- f) Cost of telegrams in relation to the Agreement or the Operating Contract.*
- g) Costs of electricity, water, and rates on the basis of actual charges by the competent Local Authority. The annual rent for the leases, referred to in Article 2 of the Agreement shall be £1 sterling.*
- h) Up to an annual limit to be determined within the ceiling laid down in Article 1 of the present Annex, any other costs incurred at the request of or in agreement with the Organisation or certified by the SRC to have been properly incurred for implementing the Agreement or the Operating Contract referred to in Article 2 of the Agreement.*
- i) Indirect costs of the SRC expressed as a percentage of the costs under a) above, such percentage being subject to review at the request of either party.*

- j) Interest at the appropriate United Kingdom Government rate on sums already paid before 31st December 1966 by the SRC for work carried out under a) of paragraph 1 of Article 3 of the Agreement, from the end of the quarter in which the SRC made payments.
- k) Interest at the appropriate United Kingdom Government rate :
- a) if sums paid after 1st January 1967 by the SRC for work carried out under a) and b) of paragraph 1 of Article 3 of the Agreement are not reimbursed before the end of the quarter following that in which the SRC has claimed for payment;
- b) if running costs due under statements submitted by the SRC are not reimbursed within three months after submission of those statements.

Article 3

1. The annual running costs to be reimbursed shall not exceed the amount of 225,000 Accounting Units. The total of the reimbursable running costs up to 29th February 1972 shall not exceed the amount of one million Accounting Units.

2. The total costs referred to in paragraph 1 above may be revised upon prior mutual agreement subject to evidence by the SRC that :

- a) an officially recognised increase of costs proved by specified regular statistical publications has occurred, or
- b) the basis for the estimates of the above-mentioned amount has changed.

Article 4

Running costs incurred by the SRC in implementing the Agreement and the Operating Contract referred to in Article 2 of the Agreement shall be charged to the Organisation from 1st January 1966. The payments by the Organisation for running costs incurred by the SRC in 1966 shall be made not later than 31st March 1967, and for costs subsequently incurred by the SRC payments shall be made at quarterly intervals.

Article 5

The certified statements of account shall show separately any sums accruing to the credit of the Organisation as a result of the implementation of the Agreement, or of the Operating Contract referred to in Article 2 of the Agreement.

PART II

REIMBURSEMENT OF CAPITAL INVESTMENT

Article 6

The Organisation shall reimburse the SRC for the total cost of the construction of the facilities referred to in paragraphs a) and b) of paragraph 1 of Article 3 of the Agreement.

Article 7

The total cost of the work, to which item *a*) of paragraph 1 of Article 3 of the Agreement refers, is estimated at 922,000 Accounting Units. If this estimate seems likely to be exceeded, the SRC shall inform the Organisation immediately, submitting the necessary evidence. This estimate may not be exceeded except upon prior mutual agreement subject to evidence by the SRC that :

- a*) an officially recognised increase of costs proved by specified regular statistical publications has occurred, or
- b*) the basis for the estimate of the above-mentioned amount has changed.

Article 8

Until completion of the works specified in Article 3 of the Agreement, the SRC shall submit each quarter a detailed certified statement of the total costs incurred. These statements shall be submitted in one original and two copies to the Headquarters of the Organisation and two further copies shall be submitted to the European Space Technology Centre at Noordwijk.

Article 9

The reimbursement, referred to in Article 6 of this Annex shall be, by instalments, due within three months of the submission of the detailed, certified statements mentioned in Article 8 of this Annex.

PART III

*VERIFICATION OF COSTS**Article 10*

The SRC shall keep separate accounts for costs incurred under the Agreement.

Article 11

The SRC shall on request supply the Organisation with all information and explanations necessary to justify costs incurred.

Article 12

The Organisation's authorised representatives shall have the right of access to separate accounts for costs incurred under the Agreement.

PART IV

*GENERAL**Article 13*

In application of Article 12 of the Agreement, the Government of the United Kingdom shall ensure that all services rendered to the Organisation under the Agreement, the importation of the equipment to be supplied by the Organisation and all permanent fixtures of the Organisation, as well as the visits of the Organisation's personnel, are exempt from the United Kingdom and Falkland Islands taxes, levies and duties.