

No. 9208

**NEW ZEALAND
and
UNITED STATES OF AMERICA**

**Exchange of notes constituting an agreement concerning
the provision of a facility in New Zealand for a
United States programme relating to space vehicle
tracking (with Memorandum of Understandings).
Wellington, 9 July 1968**

Official text: English.

Registered by New Zealand on 29 August 1968.

**NOUVELLE-ZÉLANDE
et
ÉTATS-UNIS D'AMÉRIQUE**

**Échange de notes constituant un accord relatif à la mise
en place d'installations en Nouvelle-Zélande dans le
cadre d'un programme des États-Unis concernant la
poursuite des engins spatiaux (avec Mémoire d'entente
d'accord). Wellington, 9 juillet 1968**

Texte officiel anglais.

Enregistré par la Nouvelle-Zélande le 29 août 1968.

No. 9208. EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹ BETWEEN THE GOVERNMENT OF NEW ZEALAND AND THE GOVERNMENT OF THE UNITED STATES OF AMERICA CONCERNING THE PROVISION OF A FACILITY IN NEW ZEALAND FOR A UNITED STATES PROGRAMME RELATING TO SPACE VEHICLE TRACKING. WELLINGTON, 9 JULY 1968

I

*The Ambassador of the United States of America
to the Minister of External Affairs of New Zealand*

EMBASSY OF THE UNITED STATES OF AMERICA
WELLINGTON

July 9 1968

Excellency,

I have the honor to refer to our recent discussions concerning the provision of a facility in New Zealand for use by the United States Air Force in a space vehicle tracking program. The object of this program would be to facilitate space flight operations contributing to the advancement of scientific knowledge through the optical observation of earth-orbiting space vehicles ; the application of this knowledge to the direct benefit of man ; and the development of space vehicles of advanced capabilities, including manned space vehicles.

I now have the honor to propose that the provisions contained in the attached Memorandum of Understandings shall apply to this program.

If the proposals contained in the present note, and the understandings set out in the attached Memorandum, are acceptable to the Government of New Zealand, I have the further honor to suggest that this note and your reply thereto indicating such approval should constitute an agreement

¹ Came into force on 9 July 1968 by the exchange of the said notes.

between our two Governments, to enter into force on the date of your note in reply.

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

John F. HENNING

MEMORANDUM OF UNDERSTANDINGS

1. (a) The New Zealand Government agrees to the establishment and operation of a Baker-Nunn Camera Station in New Zealand, for use by the United States Air Force, and to the establishment and operation of such communications facilities as may be required in connection with the space vehicle tracking program.

(b) The New Zealand Government agrees to the transit of United States personnel, ships and aircraft engaged in this program through New Zealand and to the accommodation of such United States personnel in New Zealand.

(c) The location of the facility and, as appropriate, the financial and other conditions on which such location may be made available together with the conditions under which it shall be returned, will be decided by agreement between the New Zealand and United States authorities.

(d) Scientific data acquired through the operation of the facility may be provided to the New Zealand Government on a basis to be agreed upon between the appropriate New Zealand and United States authorities.

2. As appropriate, the normal requirements in connection with the arrival and departure of ships and aircraft in New Zealand, as well as passport, visa and other immigration laws and regulations will be waived in respect of United States personnel, ships and aircraft of or chartered by the United States Navy and Air Force engaged in the program.

3. (a) Subject to such procedures as may be arranged, the Government of New Zealand will exempt from payment of taxes and customs duties, goods imported into or exported out of New Zealand by the United States authorities or United States personnel in connection with the program.

(b) The presence of United States personnel in New Zealand solely in connection with this program shall not subject them to taxation on their salary and emoluments received from the United States Government or on any tangible movable property the presence of which in New Zealand is due solely to their temporary presence there, nor constitute residence nor domicile for New Zealand tax purposes.

4. (a) If United States personnel are alleged to have committed acts which are offenses against New Zealand law, the following provisions shall apply :

(i) The New Zealand authorities, recognizing the problems arising from the concurrent jurisdiction in criminal matters over such personnel in New Zealand territory, will consider alleged offenses affecting only United

States personnel or property, or committed in the performance of official duty, as a matter for the United States authorities.

- (ii) Moreover, the New Zealand authorities will not ordinarily be concerned to institute proceedings in the New Zealand courts in respect of alleged minor offenses which do not fall within the categories referred to in (i) above.

(b) For their part, the United States authorities will take measures to ensure respect for the laws of New Zealand by United States personnel and will take whatever steps are necessary to punish personnel who have committed acts which are offenses against those laws.

(c) United States personnel who have been arrested or apprehended, whether by the New Zealand authorities or by the United States authorities, will be retained in custody by the United States authorities, who shall produce the personnel concerned, upon request by the New Zealand authorities, for investigation, identification or trial.

(d) It is understood that the principle of *not* trying an accused twice for the same offense will be followed, except that the United States authorities shall remain free to punish for violation of rules of military discipline.

5. (a) It is the understanding of the New Zealand Government that United States law makes provision for the settlement of meritorious claims for loss or damage caused by the acts or omissions (whether committed on or off duty) of United States personnel, and acts or omissions arising out of the performance of official duty by employees of the United States forces who are nationals of or ordinarily resident in New Zealand. In this connection, it is understood that the United States compensation authorities will pay, in accordance with and to the fullest extent possible under United States claims rules and procedures, just and reasonable compensation, when accepted by claimants in full satisfaction and in final settlement, for meritorious claims for injury or death or damage to property arising out of such acts or omissions. It is understood that United States claims legislation requires that such claims be presented to United States authorities within two years after the occurrence of the accident or incident out of which the claim arises.

(b) It is further understood by the two Governments that the satisfactory procedures which have been arranged with the Office of the Solicitor-General of New Zealand for the settlement of such claims will be maintained, and accordingly, that the United States compensation authorities will, in determining liability and compensation, continue to give due regard to the Solicitor-General's assessment and the amount which he may recommend for settlement in particular cases.

6. The Governments of New Zealand and the United States of America will cooperate in making appropriate administrative arrangements to give effect to the understandings set out in this memorandum and to resolve any other practical issues which may from time to time arise from the presence in New Zealand of personnel, ships and aircraft of the United States in connection with the program.

7. The term "United States personnel" includes uniformed members of the United States forces and civilian employees of the forces except those employees

who are nationals of, or ordinarily resident in, New Zealand ; for the purposes of paragraphs 1, 2 and 3 of this memorandum it also includes the dependents of United States personnel.

8. This agreement shall remain in force for an initial period of five years. Thereafter, either Government may at any time give to the other Government notice of intention to terminate the present agreement which shall then terminate after the expiration of six months from the date on which the notice was received.

II

*The Minister of External Affairs of New Zealand
to the Ambassador of the United States of America*

OFFICE OF THE MINISTER OF EXTERNAL AFFAIRS
WELLINGTON

9 July 1968

Excellency,

I have the honour to acknowledge the receipt of your note of today's date, together with the Memorandum of Understandings attached thereto, the texts of which read as follows :

[*See note I*]

I have the honour to inform you that the proposals contained in your note, together with the understandings set out in the Memorandum attached thereto, are satisfactory to the Government of New Zealand, which regards your note and my present reply as constituting an agreement between our two Governments, to enter into force on today's date.

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

Keith HOLYOAKE