

No. 9691

**UNITED STATES OF AMERICA
and
EUROPEAN SPACE RESEARCH ORGANISATION**

**Exchange of notes constituting an agreement concerning the
establishment and operation of a satellite telemetry/
telecommand station near Fairbanks, Alaska. Paris,
28 November 1966**

Authentic text: English.

Registered by the United States of America on 2 July 1969.

**ÉTATS-UNIS D'AMÉRIQUE
et
ORGANISATION EUROPÉENNE
DE RECHERCHES SPATIALES**

**Échange de notes constituant un accord concernant la créa-
tion et le fonctionnement d'une station de télémesure
et de télécommande de satellites près de Fairbanks
(Alaska). Paris, le 28 novembre 1966**

Texte authentique: anglais.

Enregistré par les États-Unis d'Amérique le 2 juillet 1969.

EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹
BETWEEN THE UNITED STATES OF AMERICA AND
THE EUROPEAN SPACE RESEARCH ORGANIZATION
CONCERNING THE ESTABLISHMENT AND OPERA-
TION OF A SATELLITE TELEMETRY/TELECOMMAND
STATION NEAR FAIRBANKS, ALASKA

I

*The American Ambassador to the Director General,
European Space Research Organization*

EMBASSY OF THE UNITED STATES OF AMERICA

Paris, November 28, 1966

Dear Sir :

I have the honor to refer to discussions which have recently taken place between the Government of the United States of America and the European Space Research Organization concerning the establishment and operation of a satellite telemetry/telecommand station near Fairbanks, Alaska, in connection with peaceful and scientific space activities to be undertaken by the Organization.

The Government of the United States (hereinafter referred to as the United States) desires to cooperate with the European Space Research Organization (hereinafter referred to as ESRO) in these activities as part of their mutual efforts to foster international cooperation in the peaceful uses of outer space, and agrees to the establishment by ESRO of an earth station on United States territory for space telemetering and telecommand purposes. In furtherance of this objective the United States will use its best efforts to facilitate the necessary local arrangements by ESRO in connection with its activities in Alaska. The United States proposes that this station be established and operated in accordance with the following principles and procedures :

Lease of Land

1. ESRO may acquire by lease an area of land and obtain appropriate easements for the establishment and operation of an earth station for space telemetering and telecommand purposes, to be located in the vicinity of the City of Fairbanks. The United States will seek to facilitate arrangements for the lease of the land and appropriate easements and will help resolve any problem which may arise in connection with the use of such land and such easements.

¹ Came into force on 28 November 1966 by the exchange of the said notes.

Construction of the Station

2. ESRO will arrange for the construction of the station which is the subject of this Agreement. The costs of constructing, installing, equipping and operating the station will be borne by ESRO, including the cost of constructing or improving roads and other means of access, except to the extent that contributions may be made by State or local authorities to serve public needs.

Cooperating Agency

3. The National Aeronautics and Space Administration (hereinafter referred to as NASA) is designated by the United States as Cooperating Agency with ESRO on matters pertaining to the implementation of this Agreement.

Description of the Station

4. The ESRO station will consist of installations for :

Reception and recording of spacecraft telemetry signals (e.g., telemetry receiving antennae with automatic tracking receivers, pointing gear and radome, telemetry receiving assembly, PCM decommutators and display equipment, coded time generator with decoders and display equipment, graphic and magnetic recorders);

Transmission of telecommand signals to spacecraft (e.g., transmission antenna and pointing gear, radome, telecommand coder and transmitter);

Telecommunications with ESRO Control Center (e.g., teleprinter and associated equipment, telephone link);

Processing of information, maintenance of equipment, scientific and technical measurements on the ground and other tasks ancillary to the above activity (e.g., measuring instruments, antenna command and control desk, calibration tower with antenna and associated equipment);

Accommodation of staff, equipment and stores; emergency power supply station, transformers, water supply and other services.

As program requirements develop, additional equipment may be added, or existing equipment changed, at the station, consistent with the terms of this Agreement. ESRO shall notify the United States in advance of any major addition to or change in station equipment.

Telecommunications

5. ESRO will select a contractor who will obtain, in accordance with applicable United States law, appropriate authorizations for the construction and operation of the radio transmission facilities, which authorizations will be granted by the United States subject to compliance by the contractor with applicable United States and international telecommunications regulations.

The United States will act with respect to this station, in all matters concerning the International Telecommunication Union in conformity with the International Telecommunication Convention.¹

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

The United States recognizes that an essential characteristic of the station is its need for freedom from harmful radio interference, including interference caused by air-ground communications, and recognizes the importance of measures to maintain this freedom insofar as practicable against the operation of radio interference-producing devices. The United States will take precautionary measures insofar as practicable to eliminate or minimize harmful interference to the extent such devices are subject to the control of or by the United States. In addition, ESRO will seek appropriate arrangements with the State of Alaska insofar as measures for the control of such interference fall within the jurisdiction of the State of Alaska.

The area to be protected from radio interference is that area enclosed by the following points, as determined from U.S. Geological Survey Fairbanks D-1 and D-2, Alaska, 1 : 63,360 Scale Topographic Maps :

Latitude 64°55'4" N,	Longitude 147°32'30" W,
Latitude 64°56'38" N	Longitude 147°32'30" W,
Latitude 64°56'38" N	Longitude 147°31'00" W,
Latitude 64°57'21" N	Longitude 147°31'00" W,
Latitude 64°57'21" N	Longitude 147°27'30" W,
Latitude 64°55'4" N	Longitude 147°27'30" W,

Status of ESRO

6. ESRO shall, to the extent consistent with the instrument creating it, possess the capacity in the United States to contract, to acquire and dispose of real and personal property, and to institute legal proceedings.

Privileges and Immunities

7. ESRO and its personnel shall be accorded the status, privileges, exemptions and immunities indicated in the following subparagraphs :

Customs Duties

A. The United States will, upon request, take the necessary measures to facilitate the admission into the United States of material, equipment, supplies, goods or other items imported by or for the account of ESRO in connection with the station and ESRO programs. Such shipments shall be accorded such exemption from customs duties and internal-revenue taxes imposed upon or by reason of importation, and such procedures in connection therewith, as are accorded under similar circumstances to foreign governments.

Title to Property

B. Title to all materials, equipment or other items of property used in connection with the station and ESRO programs will remain in ESRO. Material, equipment, supplies, goods or other property of ESRO may be removed from the United States at any time by ESRO free of taxes or duties.

Inviolability and Immunity from Search

C. The archives of ESRO shall be inviolable. The property and assets of ESRO shall, subject to police and health regulations, and applicable United States regulations with regard to radio station inspections, be immune from search, unless ESRO expressly waives such immunity, and from confiscation.

Judicial Immunity

D. ESRO, its property and assets, shall enjoy the same immunity from suit and every form of judicial process as is enjoyed by foreign governments, except to the extent that ESRO may expressly waive its immunity for the purpose of any proceedings or by the terms of any contract.

Other Privileges of ESRO

E. ESRO shall be exempt from the following taxes levied by the United States : federal income tax; federal communications taxes on telephone, telegraph and teletype services in connection with the operation of the station; and federal tax on tickets for air transport of ESRO officers and employees which are purchased by ESRO or ESRO officers and employees in connection with official travel to and from the station.

Privileges of Personnel

F. The United States will facilitate the admission into the United States of such ESRO officers and employees and their families, as may be assigned to or visit the station. ESRO and its officers and employees shall have the same privileges and immunities as those accorded by the United States to officers and employees of foreign governments with respect to laws regulating entry into and departure from the United States, alien registration and fingerprinting, and registration of foreign agents. Officers and employees so assigned shall not exceed in number those necessary for the construction and effective operation of the station. ESRO will communicate their names to the United States in advance of entry.

Baggage and effects of ESRO officers and employees assigned to the station may be admitted, when imported in connection with the arrival of the owner, into the United States, and may be removed from the United States free of customs duties and internal-revenue taxes imposed upon or by reason of importation. Such effects having a significant value shall be sold or otherwise disposed of in the United States only under conditions approved by the United States. Such ESRO personnel shall be exempt from the payment of United States income tax and federal insurance contributions on wages and expenses paid by ESRO. The privileges and immunities set forth in this subparagraph shall not apply to citizens of the United States or foreign nationals admitted into the United States for permanent residence. However, officers and employees of ESRO, whatever their nationality, shall be immune from suit and legal process relating to acts performed by them in their official capacity and falling within their functions except insofar as such immunity may be waived by ESRO.

Automobile Insurance

8. ESRO will ensure that adequate automobile liability insurance is obtained for any of its personnel who operate automobiles in Alaska and will obtain such insurance for any automobiles which ESRO may purchase, lease or borrow. Notwithstanding any other provision of this Agreement, ESRO will waive any immunity which it might otherwise claim with respect to any suit or legal process alleging liability covered by such insurance.

Availability of Data

9. ESRO shall, upon request of the United States and at its expense, provide any raw data received by ESRO at the station and any reduced data therefrom. The United States may make use of this data after a period consistent with existing ESRO practice. Any earlier use of this data by the United States shall be subject to prior permission by ESRO. In any use of this data the United States will respect the ESRO rules relating to intellectual property rights.

Station Use

10. Apart from utilizing its station for its own satellites, ESRO may utilize its station for the support of satellites of one or more ESRO member states, and, with the prior consent of the United States for the support of other satellites.

Final Clauses

11. Supplementary arrangements between the United States and ESRO may be made from time to time as required for the carrying out of the purposes, principles and procedures of this Agreement.

This agreement may be revised by mutual consent at the request of either party.

The United States and ESRO recognize the desirability, in accordance with international practice, of arbitrating any difference which may arise under this Agreement.

This Agreement shall continue in effect until February 29, 1972, and can be extended for an additional term by prior written agreement.

If the foregoing principles and procedures are acceptable to the European Space Research Organization, I have the honor to propose that this note, together with your note to that effect, shall constitute an Agreement between the United States of America and the European Space Research Organization on this matter which shall enter into force on the date of your note in reply.

I wish to present the renewed assurances of my highest consideration.

Charles E. BOHLEN

M. Pierre Auger
Director General
European Space Research Organization
Paris, France

II

*The Director General, European Space Research Organization,
to the American Ambassador*

EUROPEAN SPACE RESEARCH ORGANISATION
HEADQUARTERS

G/VII/5-5/DRK/HG/1907

Paris, 28th November 1966

Your Excellency,

I have the honour to acknowledge receipt of your note of today's date, concerning the establishment and operation of a satellite telemetry/telecommand station near Fairbanks, Alaska, in connection with peaceful and scientific space activities to be undertaken by the Organisation, which reads as follows :

[*See note I*]

I have the honour to confirm that the principles and procedures specified in your note are acceptable to the European Space Research Organisation and I concur with your proposal that your note and my present reply, shall constitute an Agreement between the United States of America and the European Space Research Organisation on this matter which shall enter into force on today's date.

I have the honour to be, with high consideration, your Excellency, Your obedient Servant,

[SEAL]

Pierre AUGER

His Excellency Charles E. Bohlen
Ambassador of the United States of America
Paris