

**No. 9888**

---

**NORWAY  
and  
SOUTH AFRICA**

**Exchange of notes constituting an agreement concerning  
the establishment and operation of a weather station  
in Bouvetöya. Stockholm, 10 June 1969**

*Authentic text : English.*

*Registered by Norway on 23 September 1969.*

---

**NORVÈGE  
et  
AFRIQUE DU SUD**

**Échange de notes constituant un accord concernant l'éta-  
blissement et l'opération d'une station météorologique  
au Bouvetöya. Stockholm, 10 juin 1969**

*Texte authentique : anglais.*

*Enregistré par la Norvège le 23 septembre 1969.*

EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT<sup>1</sup>  
BETWEEN THE GOVERNMENT OF THE KINGDOM OF  
NORWAY AND THE GOVERNMENT OF THE REPUBLIC  
OF SOUTH AFRICA CONCERNING THE ESTABLISH-  
MENT AND OPERATION OF A WEATHER STATION ON  
BOUVETÖYA

---

I

ROYAL NORWEGIAN EMBASSY

Stockholm, June 10, 1969

Excellency,

I have the honour to refer to the note of the Legation of the Republic of South Africa dated September 15, 1966, concerning the proposed establishment and operation by the Government of the Republic of South Africa of a weather station in the Norwegian dependency Bouvetöya. I also refer to the subsequent exchange of notes between our two Missions, and am now instructed to state my Government's position in the matter as follows :

The Government of Norway agrees to the establishment and operation by the Government of the Republic of South Africa of a weather station on Bouvetöya, on the following terms and conditions :

1. Bouvetöya being a Norwegian dependency, the station and its personnel will be subject to Norwegian law and jurisdiction. This applies i.a. to the regulations in force with regard to the conservation of fauna and flora in the area.

2. The station shall be established and operated primarily for meteorological purposes. If the Government of the Republic of South Africa so desires, it may also carry out scientific research programs at the station, such as studies on Aurora, airglow, cosmic rays, geomagnetism and oceanography. The Government of the Republic of South Africa shall keep the Government of Norway informed of the scientific research programs which are to be carried out at the station and will share the scientific data collected with the Government of Norway upon request. All expenditures in connection with the establishment and operation of the station shall be borne by the Government of the Republic of South Africa.

---

<sup>1</sup> Came into force on 10 June 1969 by the exchange of the said notes.

3. If the establishment and operation of the station or the presence of the station's personnel on the island entails any expenditures for the Government of Norway, for instance through the exercise of jurisdiction, such expenditures shall be refunded by the Government of the Republic of South Africa.

4. The Government of Norway shall be entitled to participate in the operation of the station, and shall also, subject to one year's notice, be entitled to send scientists to work at the station for any scientific purpose, if and when the Government so desires.

5. The Government of the Republic of South Africa shall consult the Government of Norway if persons other than citizens of the Republic of South Africa are to be stationed at Bouvetöya. Lease of the station, or any other form of legal transaction concerning the station, in favour of a third party, shall not take place without the prior approval of the Government of Norway.

6. The operation of telecommunications equipment at the station shall be subject to the rules of the International Convention on Telecommunications of December 21, 1959,<sup>1</sup> and the international regulations pertinent thereto. The necessary telecommunications licenses shall be issued by the Government of Norway upon the request of the Government of the Republic of South Africa.

7. The Government of the Republic of South Africa shall keep the Government of Norway informed of the activities in connection with the operation of the station at six-monthly intervals.

8. If the station is relinquished by the Government of the Republic of South Africa the said station, including all permanent installations, becomes the property of the Government of Norway.

9. The Government of the Republic of South Africa shall have the right to establish and operate the station, on the above terms and conditions, for a period of ten years from the date of the exchange of notes to this effect. Upon the request of the Government of the Republic of South Africa, to be submitted not later than six months before the expiration of the ten year period, the two governments shall consult with a view to extending the duration of the agreement.

If the foregoing is acceptable to the Government of the Republic of South Africa, I have the honour to suggest that the present note, together with Your Excellency's reply to that effect, should be regarded as constituting an agreement between our two governments in this matter.

Please, accept, Excellency, the assurance of my highest consideration.

Henr. A. BROCH

H.E. Ambassador T. Hewitson  
Minister of the Republic of South Africa  
Stockholm

---

<sup>1</sup> United Kingdom, *Treaty Series*, No. 74 (1961), Cmnd. 1484.

## II

[EMBLEM]

SOUTH AFRICAN LEGATION

Stockholm, June 10, 1969

Excellency,

I have the honour to acknowledge the receipt of Your Excellency's Note of today's date which reads as follows :

[See note I]

In reply thereto I have the honour to confirm that the foregoing provisions are acceptable to the Government of the Republic of South Africa and that Your Excellency's Note and this reply shall be regarded as constituting an Agreement between our two Governments on the matter.

Please accept, Excellency, the assurance of my highest consideration.

T. HEWITSON

His Excellency M. Henr. A. Broch  
Ambassador Extraordinary and Plenipotentiary

Stockholm