

**No. 10028**

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**FRANCE  
and  
EUROPEAN ORGANIZATION  
FOR THE DEVELOPMENT AND CONSTRUCTION  
OF SPACE LAUNCHER VEHICLES**

**Exchange of letters constituting an agreement concerning the  
installation of a telemetry station at Fortaleza. Paris,  
28 May and 11 June 1968**

*Authentic text: French.*

*Registered by France on 14 November 1969.*

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**FRANCE  
et  
ORGANISATION EUROPÉENNE  
POUR LA MISE AU POINT ET LA CONSTRUCTION  
DE LANCEURS D'ENGINS SPATIAUX**

**Échange de lettres constituant un accord relatif à l'installation  
d'une station de télémesure à Fortaleza. Paris, 28 mai et  
11 juin 1968**

*Texte authentique: français.*

*Enregistré par la France le 14 novembre 1969.*

[TRANSLATION — TRADUCTION]

EXCHANGE OF LETTERS CONSTITUTING AN AGREEMENT<sup>1</sup> BETWEEN FRANCE AND THE EUROPEAN ORGANIZATION FOR THE DEVELOPMENT AND CONSTRUCTION OF SPACE VEHICLE LAUNCHERS CONCERNING THE INSTALLATION OF A TELEMETRY STATION AT FORTALEZA

I

[EMBLEM]

CECLES - ELDO

PARIS

The Secretary-General

POL 1/3/2 1956

28 May 1968

Sir,

In your letter of 19 March 1968, you communicated to me a draft exchange of letters between France and the Brazilian authorities concerning the installation of a telemetry station at Fortaleza.

The station will, at least initially, be financed almost entirely with funds of the organization and will be used mainly for its purposes. However, as the draft agreement was prepared in direct negotiations between the French and Brazilian authorities, you request, prior to signifying your final agreement to the Brazilian authorities, that I should inform you whether the organization approves the terms thereof.

Having held individual consultations with the various delegations to the Council of ELDO, and in the light of the replies made to me, I have the honour to inform you that the organization can give its approval to the draft exchange of letters between France and Brazil on the following conditions :

1. It shall be clearly understood that the exchange of letters between France and Brazil is not directly binding on the organization, which is not a party thereto.
2. Consequently, the organization considers that the provisions of the exchange of letters cannot prevail over the provisions which govern its relations with France, and in particular :

—The provisions of the agreement between France and ELDO concerning the construction and use of the ELDO Equatorial Base at Kourou, French Guiana, and supplements to that agreement;

<sup>1</sup> Came into force on 11 June 1968 by the exchange of the said letters.

—The provisions of the agreement between France and ELDO on the use, maintenance, administration and transfer of facilities, when these two Agreements shall have been signed, and, in general, all provisions forming part of the organization's internal statutes.

3. Accordingly, the interpretation placed by the organization on the draft exchange of letters between France and Brazil is the following :

- (a) The costs of installation, operation, maintenance and, should the need arise, modification of the station, which under article 5 (c) are to be charged to the French Government, shall be reimbursed to the latter by ELDO only to the extent that the Agreement between France and ELDO concerning the ELDO Equatorial Base, or supplements thereto, provide that such costs are to be borne by ELDO;
- (b) with regard to staff :
  - (i) The expression "appointed by the French Government" in article 5 (d) and (e) shall not preclude the possibility that the operational management personnel and/or the technicians and specialists may be ELDO staff;
  - (ii) The progressive replacement of the technicians and specialists appointed by the French Government by Brazilian specialized technical staff, in accordance with article 5 (e), shall not preclude the dispatch to the Fortaleza station of a sufficient number of ELDO non-permanent staff to meet the needs of the organization; the conditions under which ELDO permanent staff may be dispatched to the station shall be specified in the Technical Protocol supplementing the Agreement concerning the use of the EEB;
  - (iii) ELDO staff shall benefit from the application of the instruments referred to in article 5 (j).
- (c) With regard to equipment :
  - (i) If the provision in article 5 (i) I is applied, ELDO, having regard to the fact that the Government of Brazil does not seek compensation for making available the site of the station, considers it equitable not to seek compensation from the French Government;
  - (ii) The provision in article 5 (i) II shall be without prejudice to the eventual application of the provisions of the agreements between France and ELDO concerning the transfer of movable property of the organization.
- (d) With regard to the use of the station by the Brazilian Government (article 5 (g)), inasmuch as the Government of Brazil does not seek compensation for making available the site of the station and undertakes to defray the additional costs arising from such use, ELDO considers it equitable not to seek compensation from the French Government.

- (e) With regard to the use by the Brazilian Government of the facilities of the ELDO Equatorial Base within the Guiana Space Centre (article 5 (k)), such use shall be subject to conditions to be determined in due course between France and ELDO.
- (f) With regard to amendment or extension of the exchange of letters (article 6), ELDO shall be kept informed of the discussions conducted by France with the Brazilian Government.

France shall do everything possible to secure an extension of the validity (article 7) of the exchange of letters between France and Brazil if ELDO's purposes so require. If, however, the period for which the exchange of letters has effect is less than the period for which the Agreement between France and ELDO concerning the ELDO Equatorial Base has effect, France and ELDO shall consult together on the measures to be taken to ensure the fulfilment of ELDO's purposes and the protection of its legitimate financial interests.

4. It shall thus be incumbent upon France to ensure that, whenever implementation of the exchange of letters between France and Brazil affects the interests of the organization, such implementation shall be in accordance with the principles set forth above.

5. Lastly, the organization wishes to declare generally that, inasmuch as the provisions of the draft exchange of letters between France and Brazil apply to a facility of the organization situated in the territory of a non-member State, they shall be without prejudice to such provisions as may be agreed between France and the organization on the occasion of the negotiation of the Agreements referred to in paragraph (2) above.

I should be obliged if you would inform me whether you agree to the foregoing provisions. If so, this letter and your reply shall constitute a supplement to the above-mentioned Agreement between France and ELDO concerning the ELDO Equatorial Base.

Accept, Sir, etc.

R. DI CARROBIO

Mr. G. de Boisgelin  
Counsellor of Embassy  
Ministry of Foreign Affairs  
Economic Affairs Division  
Space Affairs  
75 — Paris VII

## II

## MINISTRY OF FOREIGN AFFAIRS

No. 218/QS

Paris, 11 June 1968

Sir,

I have the honour to acknowledge receipt of your letter POL 1/2/3/1956 of 28 May 1968, reading as follows :

[See letter I]

I have the honour to inform you that I agree to the foregoing provisions. Consequently, your letter and this reply shall constitute a supplement to the above-mentioned Agreement between France and ELDO concerning the ELDO Equatorial Base.

Accept, Sir, etc.

[SEAL]

BOISGELIN

His Excellency Mr. Carrobio di Carrobio  
Secretary-General of CECLES/ELDO  
92 — Neuilly-sur-Seine

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