

No. 10231

**FRANCE
and
BRAZIL**

**Exchange of letters constituting an agreement concerning the
installation of a telemetry station at Fortaleza. Rio de
Janeiro, 20 June 1968**

Authentic texts: French and Portuguese.

Registered by France on 26 January 1970.

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**Échange de lettres constituant un accord relatif à l'instal-
lation d'une station de télémessure à Fortaleza. Rio de
Janeiro, 20 juin 1968**

Textes authentiques: français et portugais.

Enregistré par la France le 26 janvier 1970.

[TRANSLATION — TRADUCTION]

EXCHANGE OF LETTERS CONSTITUTING AN AGREEMENT¹ BETWEEN FRANCE AND BRAZIL CONCERNING THE INSTALLATION OF A TELEMETRY STATION AT FORTALEZA

I

FRENCH EMBASSY
IN BRAZIL

Rio de Janeiro, 20 June 1968

No. 281

Sir:

I have the honour to request, in accord with the spirit of the Agreement on Technical and Scientific Co-operation between the Government of the French Republic and the Government of the United States of Brazil, signed at Paris on 16 January 1967,² the authorization of the Government of Brazil to install a telemetry station on Brazilian territory to monitor and track space vehicle launchings from French Guiana, in the context of the French space programme and the international programmes in which France takes part, particularly the programme of ELDO (European Organisation for the Development and Construction of Space Vehicle Launchers).

2. The decision to establish a space vehicle launching station in the territory of French Guiana was taken in April 1964.
3. The construction and operation of the Guiana Space Centre were entrusted to a civilian scientific agency, the National Space Research Centre, and undertaken for exclusively peaceful purposes.
4. France co-operates in space activities with other States and international organizations, among them ELDO, and is prepared to extend its co-operation, in so far as it is concerned, to Brazil.

¹ Came into force on 20 June 1968 by the exchange of the said letters.

² See p. 187 of this volume.

5. If the Government of Brazil should decide to authorize the establishment of the station, the following conditions would apply to its operation:

(a) The Government of Brazil authorizes the installation of a telemetry station in the vicinity of Fortaleza, State of Ceará, on a site within the boundaries of land allotted for the construction of a Brazilian space centre. The purpose of the station shall be to monitor the launching from Guiana of space vehicles and to track such vehicles.

(b) The telemetry station shall comprise, *inter alia*, fixed radio receiving and transmitting facilities for maintaining direct contact with the Guiana Space Centre and, if necessary, other stations.

I. The Brazilian Government shall authorize, in conformity with the pertinent Brazilian regulations, the use of the radio frequencies necessary for:

- the reception of telemetry signals;
- the long-distance radio links required for the operational activities of the station.

II. The Brazilian Government shall take steps, in conformity with the pertinent Brazilian regulations, to safeguard the station's radio telecommunications through the establishment of easement zones protecting the selected site from the erection of obstacles of whatever kind which might alter its original configuration and introduce more difficult conditions for radio transmission.

III. The Brazilian Government shall likewise endeavour to protect radio reception from electromagnetic disturbances by establishing easement zones and prohibiting:

- the production or propagation of disturbances, on the wavelengths received by the station's equipment, at levels exceeding those consistent with the station's operation;
- the use of equipment capable of interfering with the station's radio reception;

(c) The French Government shall defray all costs relating to the station's installation, operation and maintenance, as well as those necessary for any modification of the facility.

(d) The station, which shall be under the operational management of an official appointed by the French Government, shall function with the direct participation of specialized Brazilian technical staff appointed and remunerated

by the National Commission for Space Activities (CNAE). The French Government shall reimburse CNAE for the remuneration of such staff.

(e) The technicians and specialists appointed by the French Government shall be progressively replaced by Brazilian specialized technical staff. The number of such staff may reach two thirds of the station's technicians.

(f) The French Government shall keep the Brazilian Government informed of all the activities of the station.

(g) The station may be used for the Brazilian Government's own scientific activities provided that the latter are not detrimental to the station's programmes as defined in paragraph (a).

If the above-mentioned activities necessitate additional equipment or staff, the related costs shall be charged to the Brazilian Government.

(h) The equipment, spare parts and movable property necessary for the operation of the station shall qualify for the exemptions specified in articles VIII, IX, X and XI of the Agreement of Technical and Scientific Co-operation between the Government of the French Republic and the Government of the United States of Brazil, signed at Paris on 16 January 1967 and submitted to the Brazilian Government for ratification.

(i) In the event that it ceases to be necessary to maintain the station:

I. Immovable property installed under this agreement shall become the exclusive property of the Brazilian Government, at no cost to the latter.

II. The French Government may freely remove, without charges or duties, the equipment, spare parts and supplies listed as ELDO property in the station inventory and placed under its care.

III. The French Government and the Brazilian Government shall decide by agreement whether to leave or withdraw equipment, spare parts and movable property listed as French Government property in the station inventory.

(j) The exchange of letters between France and Brazil of 16 and 22 January 1963¹ shall apply in full to the technicians sent to Brazil, in accordance with the terms of article IX of the Agreement mentioned in paragraph (h) and submitted to the Brazilian Government for ratification.

(k) With the agreement of the French Government, the Brazilian Government may use the facilities of the Guiana Space Centre, within the context of French-Brazilian co-operation in space affairs. The conditions governing such use shall be decided in each case by means of a separate agreement.

¹ See p. 179 of this volume.

6. At the request of either of the two Governments and in the event of a major change in circumstances, the provisions set forth in this exchange of letters may be revised. The provisions may also be extended by agreement between the two Governments, which shall decide the duration of and condition governing such extension.

7. I should be grateful if you would inform me of the Brazilian Government's agreement to the foregoing proposals, in which case this letter and your reply shall constitute an agreement between our two Governments. This Agreement, which shall be valid for 10 years, shall enter into force on the date of this exchange of letters.

Accept, Sir, the assurances of my highest consideration.

Jean BINOCHÉ

II

20 June 1968

DAI/DNU/DEOc/67/692.20(85)

Sir,

I have the honour to acknowledge receipt of your letter No. 281, of 20 June 1968, which reads as follows:

[See letter I]

I wish to inform you that the Government of Brazil agrees to the proposals set forth in your letter reproduced above. Consequently, the Government of Brazil considers that the letter in question and this reply constitute an agreement on this question between our two Governments, which shall enter into force on today's date.

Accept, Sir, the assurances of my highest consideration.

José de MAGALHÃES PINTO

His Excellency Mr. Jean Binoche
Ambassador of France