

**No. 10479**

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**AUSTRALIA  
and  
UNITED STATES OF AMERICA**

**Agreement relating to the establishment of a joint defense  
space communications station in Australia. Signed at  
Canberra on 10 November 1969**

*Authentic text: English.*

*Registered by Australia on 15 May 1970.*

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**AUSTRALIE  
et  
ÉTATS-UNIS D'AMÉRIQUE**

**Accord concernant la création en Australie d'un centre  
commun de communication pour la défense dans le  
domaine spatial. Signé à Canberra le 10 novembre 1969**

*Texte authentique: anglais.*

*Enregistré par l'Australie le 15 mai 1970.*

AGREEMENT<sup>1</sup> BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE COMMONWEALTH OF AUSTRALIA RELATING TO THE ESTABLISHMENT OF A JOINT DEFENSE SPACE COMMUNICATIONS STATION IN AUSTRALIA

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The Government of the United States of America (in this Agreement called “the United States Government”) and the Government of the Commonwealth of Australia (in this Agreement called “the Australian Government”);

Recalling the Security Treaty which was concluded at San Francisco between Australia, New Zealand and the United States of America on the first day of September, 1951;<sup>2</sup>

Noting, in particular, Article II of that Treaty which provides that the parties thereto will separately and jointly maintain and develop their individual and collective capacity to resist armed attack;

Desiring to cooperate further in collective defense and for the preservation of peace and security;

Considering that the establishment, maintenance and operation of a joint space communications station in Australia to support defense activities will materially contribute to that end;

Adverting to the Agreement entered into between the United States Government and the Australian Government on the ninth day of May, 1963,<sup>3</sup> concerning the status of United States Forces in Australia (in this Agreement called “the Status of Forces Agreement”);

Have agreed as follows:

*Article I*

The Australian Government and the United States Government shall cooperate in establishing, maintaining and operating a joint space communications station in the vicinity of Woomera, Australia, together with support facilities, to support defense activities.

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<sup>1</sup> Came into force on 10 November 1969 by signature, in accordance with article XVIII.

<sup>2</sup> United Nations, *Treaty Series*, vol. 131, p. 83.

<sup>3</sup> *Ibid.*, vol. 469, p. 55.

*Article II*

(1) The station shall be established, maintained and operated by the cooperating agencies of the two Governments (hereinafter called "the cooperating agencies") and information derived from the activities conducted at the station shall be available to the two Governments. These agencies shall be the United States Air Force and the Australian Department of Defence.

(2) The cooperating agencies may make arrangements to determine, among other matters, the financial, security and other responsibilities of the appropriate authorities of the two Governments for participation in the establishment, maintenance, operation and manning of the station.

*Article III*

(1) The Australian Government at its own expense shall provide, in the vicinity of Woomera, such land, easements and rights of way as are required for the purposes of the station. All land, easements and rights of way so provided shall be vested in the Australian Government and shall for the duration of this Agreement be made available for the station on terms and conditions to be agreed between the cooperating agencies.

(2) Land provided for the station under this Article shall be considered a secure area. The authorities of the Australian Government shall prescribe in consultation with appropriate United States authorities measures to control access to the land and to minimize interference with the operation of the station within this area and agreed upon surrounding areas.

(3) When land areas or improvements utilized by the United States Government for the purposes of this Agreement are no longer required by it, they shall be relinquished in good order and condition as agreed by the cooperating agencies.

*Article IV*

Access roads, buildings, installations, utilities and other facilities and structures necessary to the establishment, maintenance and operation of the station will be constructed or made available on terms and conditions to be agreed between the cooperating agencies.

*Article V*

(1) The communications services of the Australian Government and its instrumentalities shall be used, to the maximum extent practicable, for the purposes of the station in accordance with arrangements to be made between the two Governments.

(2) The use of radio frequencies, powers and band widths for the radio services for the station shall be as agreed upon by the appropriate United States authorities with the appropriate Australian authorities.

#### *Article VI*

At all stages in the establishment and maintenance of the station, the maximum practicable use will be made of Australian resources. Arrangements for giving effect to this Article shall be as determined from time to time by the two Governments.

#### *Article VII*

Except as may be otherwise agreed between the two Governments, the United States Government and its contractors and sub-contractors shall retain title to equipment, materials, supplies and other property brought into or acquired in Australia by them or on their behalf for the station. Consistently with this Agreement, the United States Government and its contractors and sub-contractors may remove such property at any time from Australia at their own expense and free from export duties and related charges, upon the termination of this Agreement or sooner. However, such property shall not be disposed of within Australia except under conditions to be agreed upon by the cooperating agencies. The Australian Government shall be given the right of first refusal of equipment before it can be disposed of outside Australia and not in the United States.

#### *Article VIII*

The Australian Government shall, in accordance with its laws, regulations and procedures, facilitate the admission into and exit from Australia of contractors and sub-contractors of the United States Government and their employees as may be required in Australia for the purposes of this Agreement, and dependents of these categories of persons.

#### *Article IX*

(1) The Australian Government shall take the necessary steps to facilitate the admission into Australia of all equipment, materials, supplies and other property provided by or on behalf of the United States Government in connection with the station. No duties, taxes or like charges shall be levied on such property which is certified by the United States Government to be imported for use in the establishment, maintenance or operation of the station and which it is certified at the time of entry is or is intended to be the property of the United States Government.

(2) Exemption from sales tax will be allowed by the Australian Government in respect of equipment, materials, supplies and other property purchased in Australia which the United States Government certifies are for use in the establishment, maintenance or operation of the station and not for resale, provided that such property is intended to be the property of the United States Government prior to use in Australia.

(3) The United States Government will be entitled to receive from the Australian Government the amount of any duties, taxes or other charges (not being charges for services requested and rendered), which may have been imposed or levied in respect of equipment, materials, supplies or other property which have been incorporated in the station or wholly consumed on the site in the establishment, maintenance or operation of the station or which, having been brought from the United States expressly for use on the site in the establishment, maintenance or operation of the station, have been exclusively so used and have been exported from Australia.

#### *Article X*

(1) Income derived wholly and exclusively from performance in Australia of any contract with the United States Government in connection with the station by any person or company (other than a company incorporated in Australia) being a contractor, sub-contractor, or one of their personnel, who is in or is carrying on business in Australia solely for the purpose of such performance, shall be deemed not to have been derived in Australia, provided that it is not exempt, and is brought to tax, under the taxation laws of the United States. Such contractors, sub-contractors and personnel, and the dependents of any of the above other than those persons, who, immediately before becoming dependents, were and at all times thereafter have continued to be ordinarily resident in Australia, shall not be subject to Australian tax in respect of income derived from sources outside Australia.

(2) Where the legal incidence of any form of taxation in Australia depends upon residence or domicile, periods during which such contractors, sub-contractors, personnel and dependents are in Australia solely in connection with the establishment, maintenance or operation of the station shall not be considered as periods of residence therein, or as creating a change of residence or domicile, for the purposes of such taxation.

(3) Personal property which is situated in Australia solely by reason of such contractors, sub-contractors, personnel and dependents being in Australia, or carrying on business in Australia, wholly and exclusively in connection with the performance in Australia of a contract or contracts with the United States Government in connection with the station shall, in respect of the holding by, transfer by reason of the death of, or transfer to or by those persons or companies,

be exempt from taxation under the relevant laws of the Commonwealth of Australia relating to estate and gift duty.

(4) The last preceding paragraph shall apply only if the property concerned is subject, and is brought, to taxation under the laws of the United States relating to estate or gift tax, and shall not apply in relation to:

- (a) property held as, or for the purpose of, an investment;
- (b) intangible property registered, and copyright subsisting, in Australia; or
- (c) property held in connection with the carrying on in Australia of any business not otherwise referred to in this Article.

(5) A person or company shall not be disqualified from being a contractor, sub-contractor or one of their personnel in respect of whom this Article applies by reason only of the contractor or sub-contractor having undertaken the performance in Australia of a contract for the United States Government in connection with a project, other than the station, agreed upon by the two Governments.

### *Article XI*

(1) The Status of Forces Agreement, other than Articles 9, 10, 11 and 17 and subject to modifications set out in paragraph (2) of this Article, shall be deemed to apply to the activities conducted for the purposes of this Agreement and shall be read as if incorporated herein.

(2) For the purposes of the application of the provisions of the Status of Forces Agreement in accordance with paragraph (1) of this Article, it is agreed that, as between the Governments:

- (a) a United States civilian employee shall be regarded as a member of the civilian component and the applicable provisions of that Agreement shall be applied to the employee accordingly;
- (b) property owned by the United States Government and used in Australia in connection with the project shall be regarded as being used or for use by its land, sea or air armed forces and paragraph (1) of Article 12 of that Agreement shall be applied accordingly;
- (c) damage caused by a United States civilian employee in the performance of duty in relation to the project shall be regarded as having been caused by an employee of the armed forces of the United States Government in the performance of his official duties and paragraph (1) of Article 12 of that Agreement shall be applied to that damage accordingly;
- (d) vehicles owned by the United States Government and used in Australia in connection with the project shall be regarded as official vehicles of the

United States Forces and paragraph (5) of Article 12 of that Agreement shall be applied to those vehicles accordingly;

- (e) an act or omission of a United States civilian employee done in the performance of duty in relation to the project shall be regarded as an act or omission of an employee of the United States Forces done in the performance of official duty and paragraph (7) of Article 12 of that Agreement shall be applied accordingly;
- (f) United States personnel who are in Australia for the purposes of the project shall be regarded as in Australia for the purposes of that Agreement and Article 21 of that Agreement shall be applied accordingly; and
- (g) the scope, incidence and extent of insurance to be taken out by United States Government contractors or sub-contractors shall be determined by consultation between the cooperating agencies.

(3) For the purposes of this Article, "a United States civilian employee" means a civilian employee of the United States Government who is employed in Australia in connection with the station and who is not a citizen of, or ordinarily resident in, Australia.

#### *Article XII*

A military sales exchange or similar service for the use of authorised United States personnel may be established and operated at the station upon conditions to be agreed between the two Governments.

#### *Article XIII*

A military post office for the transmission and receipt of official mail and other approved mail may be established at the station on terms and conditions to be agreed between the two Governments.

#### *Article XIV*

The Australian Government shall exercise its good offices for the purpose of ensuring that material in support of the station that is required to be carried over land, on water or in the air in Australia is transported expeditiously and at the rates applicable to goods carried on behalf of the Australian Government.

#### *Article XV*

United States Government contractors and sub-contractors shall conform to the requirements of relevant Commonwealth and State laws and regulations, including quarantine and industrial laws.

*Article XVI*

It is understood that, to the extent that the carrying out of the purposes of this Agreement will depend upon funds appropriated by either Government, it is subject to the availability of such funds.

*Article XVII*

Whenever flags are flown at the station, the Australian national flag and the United States flags shall be flown on separate and adjacent flagstaffs.

*Article XVIII*

This Agreement shall enter into force on the date of signature and shall remain in force for a period of ten years and thereafter until terminated. After this Agreement has been in force for a period of nine years, either Government may at any time notify the other Government in writing that it desires to terminate the Agreement, in which event the Agreement shall terminate three hundred and sixty-five days after such notice has been given.

IN WITNESS WHEREOF the undersigned, duly authorised by their respective Governments, have signed this Agreement.

DONE at Canberra, in duplicate, this tenth day of November, One thousand nine hundred and sixty-nine.

For the Government  
of the United States of America:

WALTER L. RICE

For the Government  
of the Commonwealth of Australia:

GORDON FREETH