

No. 10693

**UNITED STATES OF AMERICA
and
AUSTRALIA**

**Exchange of notes constituting an agreement concerning
space vehicle tracking and communications facilities.
Canberra, 25 March 1970**

Authentic text: English.

Registered by the United States of America on 1 September 1970.

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

**Échange de notes constituant un accord concernant le
repérage des engins spatiaux et les moyens de com-
munication. Canberra, 25 mars 1970**

Texte authentique : anglais.

Enregistré par les États-Unis d'Amérique le 1^{er} septembre 1970.

EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹
BETWEEN THE UNITED STATES OF AMERICA AND
AUSTRALIA CONCERNING SPACE VEHICLE TRACKING
AND COMMUNICATIONS FACILITIES

I

Note No. 34

The Embassy of the United States of America presents its compliments to the Department of External Affairs and has the honor to refer to the Agreement between the Government of the United States of America and the Government of the Commonwealth of Australia effected by an Exchange of Notes dated February 26, 1960, as amended,² concerning space vehicle tracking and communications facilities. In accordance with that Agreement, a cooperative program facilitating space flight operations for the advancement and application of mutual scientific knowledge of man's spatial environment for the benefit of man and the development of advanced space vehicles, was evolved with resulting mutual benefits. In view of the mutual benefits to be derived from this cooperative program, the Government of the United States proposes that it be continued in accordance with the following principles and procedures :

1. The program shall continue to be conducted by cooperating agencies of each Government. On the part of the United States Government, the cooperating agency will be the National Aeronautics and Space Administration. On the part of the Australian Government, the cooperating agency will be the Department of Supply.
2. (1) The following facilities are presently located in Australia for the program and shall continue to be operated and maintained under existing

¹ Came into force on 25 March 1970, with retroactive effect from 26 February 1970, in accordance with the provisions of the said notes.

² United Nations, *Treaty Series*, vol. 354, p. 95, and annex A in volumes 473, 488, 542, 574.

arrangements until amended or changed by the two cooperating agencies:

- (a) Deep Space Station, Island Lagoon, Woomera, South Australia.
- (b) Deep Space Station, Tidbinbilla, Australian Capital Territory.
- (c) Carnarvon Tracking and Data Acquisition Station, Carnarvon, Western Australia.
- (d) Honeysuckle Creek Tracking Station, Honeysuckle Creek, Australian Capital Territory.
- (e) Space Tracking and Data Acquisition Network Station, Orroral Valley, Australian Capital Territory.
- (f) Applications Technology Satellite Station, Cooby Creek, Queensland.
- (g) Smithsonian Astrophysical Observatory Station, Island Lagoon, Woomera, South Australia.

In addition, a 210-foot-diameter antenna shall be established at the Tidbinbilla Deep Space Station.

(2) The foregoing list of facilities may be amended from time to time by agreement of the two Governments.

(3) The provisions of this Agreement shall hereafter apply to the facilities provided or to be provided under the program and to such other activities under the program as may be agreed by the two Governments.

3. In connection with each facility provided or to be provided under the program, the cooperating agencies are authorized to conclude further arrangements consistent with the provisions of this Agreement regarding the duration of the use of the facility, the responsibility for and financing of the construction, installation and equipping of the facility, and other details relating to the establishment or operation of the facility. Common support facilities to stations, including communications networks, may be established as the cooperating agencies consider necessary.

4. Each cooperating agency shall provide to the other, from the data acquired through the operation of each facility, such reduced scientific data as the other agency may request for scientific studies it may wish to carry out. The results of all such studies shall be available to both agencies.

5. Each facility established may, unless otherwise arranged between the

cooperating agencies, be used for independent scientific activities sponsored by the Australian Government, it being understood that such activities would be conducted so as not to conflict with the schedules of operations and that any additional operating costs resulting from such independent activities would be borne by the Australian Government or by the organization concerned.

6. The United States Government shall retain title to equipment, materials, supplies and other movable property provided by it or acquired in Australia by it or on its behalf at its own expense, for the purposes of the activities under this Agreement. The United States Government may remove such property from Australia at its own expense and free from export duties or similar charges, upon the termination of this Agreement or upon reasonable notice to the Australian Government. However, such property shall not be disposed of within Australia except under conditions acceptable to both Governments.

7. (1) The Australian Government shall, in accordance with its laws, regulations and procedures, facilitate the admission into and exit from Australia of persons not normally resident in Australia employed or engaged as staff, consultants or contractors by the United States Government or the cooperating agency in connection with the activities provided for in this Agreement.

(2) The effects for personal and household use of such persons entering Australia for the purposes of the activities under this Agreement shall be permitted free entry in accordance with Australian customs law in effect at the date the goods are imported.

8. (1) United States personnel sent to Australia by the United States cooperating agency for the purposes of activities under this agreement shall be free from Australian income tax in respect of:

- (a) the remuneration for services rendered in Australia for the purposes of the activities; and
- (b) income derived from sources outside Australia while engaged in Australia for the purposes of the activities.

(2) Such personnel shall also be free from Australian death and gift duties which, because of their presence in Australia for the purposes of activities under this Agreement, may otherwise become payable in respect of property situated outside Australia as a result of the happening of an event while such personnel are in Australia.

(3) For the purposes of the provisions relating to taxation, "United States personnel" means civilian citizens of the United States of America not ordinarily resident in Australia and who are employees of the United

States Government or the cooperating agency. All other persons engaged or employed for the purposes of the activities under this Agreement shall be subject to applicable Australian taxation laws.

9. (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 activities under this Agreement. 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 such activities 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 shall be allowed by the Australian Government in respect of equipment, materials, supplies and other property purchased in Australia which are certified as being for use in connection with the activities under this Agreement and which are not for resale, provided that such property shall become the property of the United States Government prior to use in Australia.

(3) The United States Government shall 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 or wholly consumed on the site in the establishment, maintenance or operation of the facilities established in connection with activities under this Agreement or which, having been brought from the United States expressly for use in such connection, have been exclusively so used and have been exported from Australia.

10. The United States Government agrees to utilize to the maximum extent practicable Australian resources in activities under this Agreement.

11. Activities under this Agreement shall be carried out by Australian personnel, except to the extent otherwise arranged between the cooperating agencies.

12. (1) The communications services of the Australian Government and its instrumentalities shall be used, to the maximum extent practicable, for the purposes of the activities under this Agreement, in accordance with arrangements to be made between the cooperating agencies.

(2) The operation of radio transmitting and receiving equipment at the stations shall comply with the requirements of the relevant Australian authorities, in accordance with arrangements to be made between the cooperating agencies.

(3) The Australian Government shall take all reasonable steps to

protect the radio receiving facilities of the stations from harmful radio frequency interference from sources outside the stations.

13. The program of cooperation set forth in this Agreement shall, subject to the availability of funds, remain in force until February 26, 1980, and may be further extended by agreement of the two Governments.

14. Upon the entry into force of the Agreement as provided below it shall supercede the Agreement dated February 26, 1960, referred to above and the following amendments to it:

- (i) Exchange of Notes dated January 9 and February 11, 1963;¹
- (ii) Exchange of Notes dated October 22, 1963;²
- (iii) Exchange of Notes dated February 10, 1965;³ and
- (iv) Exchange of Notes dated December 7, 1965.⁴

The Embassy has the honor to suggest that, if the Australian Government concurs in the proposals outlined above, the present Note and the Department's confirmatory reply shall together constitute and evidence an Agreement between the two Governments on the matter which shall be deemed to have entered into force on February 26, 1970.

Embassy of the United States of America
Canberra, A.C.T., March 25, 1970

II

The Department of External Affairs presents its compliments to the Embassy of the United States of America and has the honour to acknowledge receipt of the Embassy's Note No. 34 of 25th March 1970, reading as follows :

[See note I]

The Department of External Affairs has the honour to confirm that the Government of the Commonwealth of Australia concurs in the proposals outlined in the Embassy's Note and agrees that the Embassy's Note and the

¹ United Nations, *Treaty Series*, vol. 473, p. 350.

² *Ibid.*, vol. 488, p. 300.

³ *Ibid.*, vol. 542, p. 378.

⁴ *Ibid.*, vol. 574, p. 244.

present reply shall together constitute and evidence an Agreement between the Government of the Commonwealth of Australia and the Government of the United States of America on the matter which shall be deemed to have entered into force on 26th February, 1970.

Canberra, A.C.T.
25th March, 1970
