

**No. 10203**

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**BELGIUM  
and  
EUROPEAN SPACE VEHICLE  
LAUNCHER DEVELOPMENT ORGANISATION**

**Agreement with a view to the use, maintenance, administration and disposal of property and facilities. Signed at Paris on 29 September 1969**

*Authentic text: French.*

*Registered by Belgium on 16 January 1970.*

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

**Accord en vue de l'utilisation, l'entretien, la gestion et la cession des biens et des installations. Signé à Paris le 29 septembre 1969**

*Texte authentique: français.*

*Enregistré par la Belgique le 16 janvier 1970.*

[TRANSLATION — TRADUCTION]

AGREEMENT<sup>1</sup> BETWEEN THE BELGIAN STATE AND THE  
EUROPEAN SPACE VEHICLE LAUNCHER DEVELOP-  
MENT ORGANISATION WITH A VIEW TO THE USE,  
MAINTENANCE, ADMINISTRATION AND DISPOSAL  
OF PROPERTY AND FACILITIES

This Agreement is made between the Belgian State of the one part and the European Space Vehicle Launcher Development Organisation (hereinafter called "the Organisation") of the other part;

Whereas the Organisation was established pursuant to a Convention signed at London on 29 March 1962<sup>2</sup> on behalf of the Commonwealth of Australia, the Kingdom of Belgium, the French Republic, the Federal Republic of Germany, the Italian Republic, the Kingdom of the Netherlands and the United Kingdom of Great Britain and Northern Ireland (hereinafter called "the Convention");

And whereas, under article 17 of the Convention, all operations in connexion with a programme of the Organisation shall, subject to the provisions of the Convention, be carried out in accordance with conditions agreed to by the Member State within whose jurisdiction the operations take place;

And whereas, for the execution of work programmes on Belgian territory, the Organisation may, if necessary, establish facilities, as provided for in article 5 (2) of the Convention;

And finally, whereas the parties desire to record their agreement, regarding the conditions under which these facilities are to be used, maintained, administered and possibly disposed of;

The parties to this Agreement have agreed as follows :

*Article 1*

AUTHORITIES

The Minister in charge of the co-ordination of scientific policy shall be the responsible authority of the Belgian State for the purposes of this Agreement.

The Secretary-General of the Organisation shall be the responsible authority of the Organisation for the purposes of this Agreement.

<sup>1</sup> Came into force on 29 September 1969 by signature, in accordance with article 10.

<sup>2</sup> United Nations, *Treaty Series*, vol. 507, p. 177.

## Article 2

### CONVENTION, PROTOCOLS AND REGULATIONS OF THE ORGANISATION

The obligations placed upon the Belgian State and the Organisation under this Agreement shall be carried out within the framework of the provisions of the Convention, of the Protocols<sup>1</sup> thereunder and of such regulations adopted by the Council of the Organisation pursuant to the Convention as may be applicable to the operations covered by this Agreement in so far as these regulations are not inconsistent with this Agreement.

## Article 3

### SUBJECT OF THE AGREEMENT

(1) The property which forms the subject of this Agreement is that which is situated in Belgium and which appears in the inventory to be drawn up by mutual agreement between the Belgian State and the Organisation in accordance with article 48 (1) of the Financial Regulations of the Organisation.

(2) Subject to the provisions of article 6 (3) below, this Agreement shall apply *inter alia* to the additional facilities established on Belgian territory by virtue of the contracts placed directly by the Organisation.

## Article 4

### RIGHTS OF OWNERSHIP

(1) The property which appears in the inventory of the Organisation as movable property shall be considered as such for the purposes of this Agreement; it shall belong to the Organisation.

(2) The property which appears in the inventory of the Organisation as immovable property shall be considered as such for the purposes of this Agreement; its owner shall be the person designated as such in the inventory of the Organisation.

(3) The right of ownership of the Belgian State or of contractors over immovable property built at the expense of the Organisation shall be subject to the limitations prescribed in article 5 (1) and (2) of this Agreement.

## Article 5

### USE OF FACILITIES

(1) The Belgian State guarantees that the Organisation shall have freedom of access to and use of the facilities established by the Organisation with its funds; this guarantee shall be valid during the Organisation's existence, even if

<sup>1</sup> United Nations, *Treaty Series*, vol. 507, p. 177, and annex A in volumes 605 and 700.

the Belgian State ceases to be a member of the Organisation. The contractual arrangements to be concluded for this purpose with the contractors with a view to access to the facilities situated on their property shall be subject to the same rules as those prescribed in article 6 (2) and (3) for the maintenance and administration of these facilities.

(2) Any Member State participating in a programme of the Organisation shall be entitled to use, for any peaceful purpose of its own, facilities established by the Organisation during this programme, subject to the approval having first been obtained of the Organisation and of the Belgian State on conditions agreed with them in accordance with paragraph 5 of this article; this right shall be guaranteed throughout the existence of the Organisation, even if the Belgian State ceases to form part of it; however, the Member State may claim the benefit of this right only as long as it is a member of the Organisation.

(3) The Belgian State shall have priority over the other Member States for the use of these facilities in so far as they are interdependent on facilities built with national funds and cannot be used without these facilities. Questions of priority among the other Member States concerning the use of the facilities built with the funds of the Organisation shall be settled by the Council of the Organisation.

(4) The right to use the facilities in application of the foregoing paragraphs may be limited by the Belgian State for reasons of public policy and public safety. Such use must be subject to compliance with the laws and regulations in force on Belgian territory.

(5) Use by any Member State (including Belgium), for any peaceful purpose of its own, of the facilities established by the Organisation shall be subject *inter alia* to the following conditions :

- (i) The user Member State shall pay the entire cost of the administration of the facilities, including the costs of development, maintenance and repair, overhead expenses and, if necessary, depreciation at the rates appearing in the inventory of the Organisation;
- (ii) The facilities shall be maintained in good operating condition;
- (iii) The user Member State shall fully protect the Organisation against :
  - damage caused to the facilities,
  - damage which agents of the Organisation might suffer,
  - claims which are made by third parties against the Organisation or its agents and which may be related to this use.

### Article 6

#### MAINTENANCE AND ADMINISTRATION

(1) Subject to the provisions of the second and third paragraphs of this article, as long as the Belgian State remains a member of the Organisation, it

shall be responsible for the maintenance and administration of the facilities situated in Belgium.

(2) With respect to the facilities established in Belgium by virtue of contracts placed by the Belgian State, the latter may, upon termination of these contracts, request that these facilities shall be maintained and administered in accordance with suitable contractual arrangements to be concluded between the Organisation and each contractor.

(3) With respect to the facilities established in Belgium by virtue of contracts placed directly by the Organisation, the latter may request the Belgian State to assume responsibility for their maintenance and administration in whole or in part. If the Belgian State should decline to do so, the Organisation shall itself assume this responsibility with the assistance of the Belgian State in accordance with the regulations of the Organisation.

(4) As long as the Organisation needs the facilities mentioned in the foregoing paragraphs, it shall defray the expenses of their maintenance and administration. The expenses shall be calculated on an equitable and reasonable basis to be agreed upon between the Belgian State (or the contractors) and the Organisation. The relevant documents shall be submitted to the latter for verification.

(5) In the event that the Belgian State ceases to be a member of the Organisation, the responsibility for the maintenance and administration of the facilities established with the funds of the Organisation shall be determined by suitable contractual arrangements to be concluded between the Belgian State and the Organisation, or failing that, between the Organisation and the contractors.

(6) The Organisation reserves the right to exempt the Belgian State from the maintenance and administration of the facilities when it no longer needs them.

### *Article 7*

#### DISPOSAL

(1) When the Organisation decides to dispose of any of the movable or immovable property belonging to it, its Secretary-General shall determine the procedure to be followed in each case. If the condition or nature of the property justifies it, the Secretary-General shall make arrangements to inform all States parties to the Convention of the sale. If the Secretary-General so requests, the Belgian State shall make all arrangements for the sale. In any case, the Belgian State shall enjoy the right of pre-emption at the price of the highest bidder. In the case of property situated in the workshops of the contractors, the latter may, if the Belgian State agrees, obtain the benefit of that right.

(2) When the Organisation no longer needs any of the immovable property built at its expense on land belonging to the Belgian State or to the contractors, the Belgian State shall inform the Organisation whether it (or the contractor) wishes to become the permanent owner. If the answer is in the affirmative, the

Belgian State (or the contractor) shall pay to the Organisation, the appropriate price, which shall take into account the residual value of the property in question and all other relevant factors, in particular the use for which it is intended. The residual value shall be calculated on the basis of the rate of depreciation appearing in the inventory of the Organisation. The sum to be paid shall be fixed by mutual agreement between the Organisation and the Belgian State (or the contractor) and, failing this, by arbitration, in accordance with the provisions of article 8 of this Agreement.

(3) (a) If the landowner does not wish to become the permanent owner of any of the immovable property mentioned in the preceding paragraph, the Organisation shall open negotiations with him with a view to agreeing on the best way to dispose of it.

(b) In case the parties cannot agree on the method of disposal, the Organisation reserves the right to dispose of the property at its own expense, and the Belgian State shall not oppose the measures which the Organisation may take to that end if the property has been established on land belonging to the Organisation. If the property has been established on land belonging to a contractor, the Belgian State shall do everything in its power to ensure that the contractor does not oppose the exercise of that right.

(4) Expenses which the landowner may incur for the removal and disposal of property, including the costs of maintaining the property during the disposal period, of repairing any damage which may be done to the property during these operations and of restoring the site to its former state, shall be defrayed by the Organisation.

(5) The sum collected following the disposal of property shall be credited to the Organisation.

### *Article 8*

#### INTERNATIONAL ARBITRATION

Any dispute between the parties to this Agreement concerning its interpretation or application shall be settled in accordance with the arbitration procedure prescribed in article 22 of the Convention.

### *Article 9*

#### REVISION

This Agreement may be revised at the request of either party and by mutual agreement between both parties.

*Article 10*

## ENTRY INTO FORCE

This Agreement shall enter into force on the date of signature.

DONE at Paris, on 29 September 1969, in a single copy which shall constitute the original of this Agreement and which shall be deposited in the archives of the Organisation. The Secretary-General of the Organisation shall transmit a certified true copy of it to the Belgian Government.

For the Kingdom  
of Belgium :

For the European Space Vehicle Launcher  
Development Organisation :

J. BOUHA

R. di CARROBIO