

No. 11460

**UNITED KINGDOM OF GREAT BRITAIN
AND NORTHERN IRELAND
and
FRANCE**

**Agreement on the establishment and operation of an upper
air station in the New Hebrides (with annexes). Signed at
Paris on 19 April 1971**

Authentic texts: English and French.

*Registered by the United Kingdom of Great Britain and Northern Ireland on
16 December 1971.*

**ROYAUME-UNI DE GRANDE-BRETAGNE
ET D'IRLANDE DU NORD
et
FRANCE**

**Accord sur l'installation et l'exploitation d'une station d'ob-
servation en altitude aux Nouvelles-Hébrides (avec
annexes). Signé à Paris le 19 avril 1971**

Textes authentiques: anglais et français.

*Enregistré par le Royaume-Uni de Grande-Bretagne et d'Irlande du Nord le
16 décembre 1971.*

AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND AND THE GOVERNMENT OF THE FRENCH REPUBLIC ON THE ESTABLISHMENT AND OPERATION OF AN UPPER AIR STATION IN THE NEW HEBRIDES

The Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the French Republic;

Desiring to contribute to the implementation of the World Weather Watch Plan in accordance with Resolution 16 adopted by the Fifth Congress of the World Meteorological Organization of the United Nations;

Have agreed as follows :

Article 1

GENERAL

1) An Upper Air Station (hereinafter referred to as "the Station") for making radiosonde and radiowind observations shall be installed and operated on Bauerfield airfield, Efate, in the New Hebrides. For the purposes of this Agreement radiosonde observations include observations of atmospheric pressure, temperature and humidity in the upper air obtained by electronic means and radiowind observations, obtained from the tracking of a free balloon by electronic means, provide the data necessary for the computation of upper winds.

2) The Joint Administration of the Condominium of the New Hebrides (hereinafter referred to as the "Joint Administration") shall act on behalf of the Contracting Parties in the establishment and operation of the Station for the purposes indicated in this Agreement.

3) On completion of installation or at such earlier date as may be agreed between the Contracting Parties the Station shall be taken over and operated by the Joint Administration and the Condominium Joint Standing Order No. 7 of 28th September 1956 shall be revised accordingly.

Article 2

COMPETENT AUTHORITIES

1) For the purposes of this Agreement the Competent Authorities of the Contracting Parties shall be :

¹ Came into force on 19 April 1971 by signature, in accordance with article 6 (1).

- a) In the United Kingdom : the Meteorological Office, Ministry of Defence (Air Force Department);
- b) In the French Republic : the Directorate of National Meteorology, Ministry of Transport, Paris.

2) At the request of one Competent Authority, the other Competent Authority and the Joint Administration shall provide any relevant information which can reasonably be made available concerning the efficiency, operation and costs of the Station.

Article 3

RESPONSIBILITIES OF THE JOINT ADMINISTRATION

The Joint Administration shall undertake the site preparation and construction of the Station, to provide such transport as may be needed locally for its installation, to recruit and train staff for its operation and maintenance, to provide domestic accommodation for such staff, and to operate and maintain the Station in accordance with the provisions of Annex A to this Agreement and such requirements as may be agreed from time to time between the Competent Authorities. In the discharge of these responsibilities the Joint Administration shall pay due regard to efficiency and economy.

Article 4

STAFFING

1) Unless otherwise agreed between the Competent Authorities, the staff establishment of the Station shall consist of 5 posts, which shall be filled by :

- a) two expatriate staff, one to be officer-in-charge of the Station and the other to be the maintenance technician, who shall be recruited in France and/or the United Kingdom normally for periods of three years at a time, subject to renewal;
- b) three persons who shall be recruited locally.

2) The expatriate personnel shall receive the emoluments appropriate to metropolitan personnel working overseas. Locally engaged personnel shall receive the appropriate local emoluments.

3) Subject to the prior approval of the Competent Authorities, the Joint Administration shall arrange for any necessary training of expatriate staff which cannot be undertaken locally to be carried out in Australia or elsewhere. As far as possible, local staff shall be trained locally under arrangements to be made by the officer-in-charge of the Station.

Article 5

FINANCE

1) The Contracting Parties shall each bear one half of the total cost (expressed in US dollars) of :

a) establishing the Station, including :

(i) the works, other services and equipment (including initial spares) referred to in Annex A to this Agreement;

(ii) the associated freight charges for import as necessary of equipment and materials to Port Vila;

b) operating and maintaining the Station for its first three years of operation.

2) The Joint Administration shall be responsible for arranging and for the cost of transporting all capital equipment and materials from Port Vila to the site of the Station.

3) Before the end of the third year of operation the Contracting Parties shall jointly examine the possibility of sharing with the Joint Administration the annual operating costs of the Station with effect from the beginning of the fourth year or from such other convenient date as may be agreed, on the understanding that any contributions from the Joint Administration shall not exceed 30 per cent of the total annual operating costs and that the remaining costs shall continue to be shared equally between the Contracting Parties. If necessary, similar reviews shall be carried out subsequently at intervals to be agreed between the Contracting Parties.

4) The Contracting Parties shall jointly take such measures as they consider necessary to ensure that the Station shall operate as efficiently and economically as possible.

5) The Contracting Parties further agree to the detailed financial procedures set out in Annex B to this Agreement.

Article 6

ENTRY INTO FORCE, DURATION AND TERMINATION

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

2) This Agreement shall remain in force for an initial period of five years. Thereafter it shall continue in force unless it is terminated in accordance with the provisions of this paragraph. At any time after the expiration of the fourth year from the date of entry into force of this Agreement, either Contracting Party may give the other Contracting Party written notice of termination of this Agreement; such notice shall take effect one year after the date of its receipt by the other Contracting Party. On termination of the Agreement, the disposal of

the installation, its equipment and stores, and the terms on which the employment of personnel are terminated shall be agreed between the Contracting Parties.

3) At the request of one Competent Authority, and in any event after 10 years, representatives of both Competent Authorities shall meet at a mutually convenient time to review the operation of this Agreement.

IN WITNESS THEREOF the undersigned, duly authorised thereto by their respective Governments, have signed the present Agreement.

DONE in duplicate at Paris this nineteenth day of April 1971, in the English and French languages both texts being equally authoritative.

For the Government
of the United Kingdom of Great
Britain and Northern Ireland :

CHRISTOPHER SOAMES

For the Government
of the French Republic :

P. LAURENT

ANNEX A

TECHNICAL REQUIREMENTS

Site

1) The Station shall be sited to the north of the runway at Bauerfield airfield at a location to be agreed.

Technical works services

2) The Joint Administration shall be supplied with details of the equipment to be installed and the buildings and services required (including electricity, water, sewage, communications and furniture), and shall take all necessary measures to plan and execute these requirements as agreed between the Competent Authorities.

Domestic accommodation

3) The Joint Administration shall provide adequate accommodation for both expatriate and local staff to standards appropriate to their respective grades.

Equipment

4) The radiosonde equipment to be used shall be the Australian Astor sonde. Purchase and arrangements for delivery to the site shall be made by the Joint Administration.

5) The wind-finding radar shall be the British Plessey WF3. Purchase and arrangements for delivery to Port Vila shall be made by the Joint Administration in collaboration with the British Competent Authority.

6) The hydrogen generators and the power generators shall be of French manufacture. Purchase and arrangements for delivery to Port Vila shall be made by the joint Administration in collaboration with the French Competent Authority.

7) Replacement of these equipments, if required, shall be undertaken by agreement between the Competent Authorities.

8) All other equipment, including consumable items, shall be purchased and delivered under arrangements to be made by the Joint Administration in accordance with the requirements agreed by the Competent Authorities.

Installation of equipment

9) By agreement between the British and French Competent Authorities a qualified expert or experts shall be sent to the New Hebrides to carry out the installation of the technical equipment with the assistance of the Joint Administration as necessary.

Maintenance

10) The Joint Administration shall be responsible for the maintenance of the site, buildings, equipment and services required for the efficient operation of the Station.

Operation of the Station

11) The daily operational programme for the Station shall be one radiosonde and radiowind ascent at 0000 GMT and one radiowind ascent at 1200 GMT.

12) Reports of upper air observations shall be promptly disseminated to other countries requiring them.

13) A record of the upper air observations made by the Station shall be compiled and climatological data including aerological summaries shall be regularly prepared, distributed or published as advised by the Competent Authorities.

Reports on operation of Station

14) The Joint Administration shall render a monthly technical report on the operation of the Station to the two Competent Authorities.

15) Annual technical inspections of the Station shall be carried out by a qualified expert or experts by arrangement between the Competent Authorities in order to examine the functioning of equipment, observing techniques and the general efficiency of the Station. Reports on the annual inspections shall be rendered with the minimum of delay to the Competent Authorities and the Joint Administration.

ANNEX B

FINANCIAL DETAILS AND PROCEDURES

Budgets and expenditure

1) In order to satisfy the financial requirements of both Contracting Parties the Joint Administration shall, in March of each year, submit to the Competent Authorities for their comment and approval an annual budget for the Station for the following

calendar year, and shall confirm it (or similarly submit for approval or comment any variations then necessary) in the October following the submission.

2) The Contracting Parties shall each make an agreed and equal (in terms of US dollars) quarterly grant each 1st January, 1st April, 1st July and 1st October to the Joint Administration to finance expenditure by that Service in connection with the Station. The cost of visits to the Station by experts from the Competent Authorities shall be shared between the Competent Authorities.

Accounting

3) The Joint Administration shall submit to the Competent Authorities a quarterly account covering the expenditure of the grant during each quarter ending on 31st March, 30th June, 30th September and 31st December and an annual audited account. In the event of the quarterly accounts showing a departure from expenditure as anticipated in the annual budget, the Contracting Parties shall consult as to adjustments in the size of quarterly grants.

4) The Joint Administration shall also make suitable stores accounting arrangements for equipment used by the Station.

5) Each of the Contracting Parties shall have the right to examine the Station's financial and stores accounts at any time.

6) Any buildings or equipment provided at the expense of the Contracting Parties shall be deemed to be jointly owned by them in equal shares, and the Joint Administration shall keep an inventory of such items.

First year of operation of Agreement

7) By agreement between the Competent Authorities, the financial timetable in paragraphs 1-3 of this Annex may be modified for the first year of the Agreement in order to facilitate its implementation.