

No. 11475

**EUROPEAN SPACE RESEARCH ORGANISATION
and
AUSTRALIA**

**Agreement for the provision and operation of trials facilities
at Woomera for launching Skylark rockets. Signed at
Paris on 13 October 1970**

Authentic texts: English and French.

Registered by the European Space Research Organisation on 29 December 1971.

**ORGANISATION EUROPÉENNE
DE RECHERCHES SPATIALES
et
AUSTRALIE**

**Accord concernant la fourniture et la mise en œuvre d'in-
stallations d'essais situées à Woomera et destinées au
lancement de fusées Skylark. Signé à Paris le 13 octobre
1970**

Textes authentiques: anglais et français.

Enregistré par l'Organisation européenne de recherches spatiales le 29 décembre 1971.

AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE
COMMONWEALTH OF AUSTRALIA AND THE EURO-
PEAN SPACE RESEARCH ORGANISATION FOR THE
PROVISION AND OPERATION OF TRIALS FACILITIES
AT WOOMERA FOR LAUNCHING SKYLARK ROCKETS

The European Space Research Organisation (in this Agreement referred to as “the Organisation”) and

The Government of the Commonwealth of Australia (in this Agreement referred to as “the Government”),

Desiring to record the conditions under which the range and supporting facilities at Woomera shall be made available to the Organisation for the firing of Skylark rockets for experimental purposes,

Have agreed as follows :

Article 1

FIRING PROGRAMME

The appropriate launch and support facilities at Woomera shall be made available for campaigns on behalf of the Organisation of Skylark rocket firings. The periods of the campaigns shall be agreed in advance between the Contracting Parties.

Article 2

AUTHORITIES

For the purposes of this Agreement, the Department of Supply, (hereinafter referred to as “the Department”) shall be the responsible authority of the Government and the Director General of the Organisation shall be the responsible authority of the Organisation.

Article 3

OPERATIONS AND PLANNING PROCEDURES

1. Operations at Woomera in connection with the firings shall be planned and conducted in accordance with the established practices and procedures of the Department which shall be communicated to the Organisation by the Department.

¹ Came into force on 13 October 1970 by signature, in accordance with article 15.

2. Planning and conduct of the firings at Woomera shall be coordinated by the Department and shall be arranged between the Department and the Organisation consistently with the provisions of this Agreement.

Article 4

PARTICULAR FUNCTIONS OF THE ORGANISATION

In particular the Organisation shall be responsible for :

- a) the provision of specifications advising the detailed requirements of each firing and the information required by the Organisation from each trial;
- b) the provision of such further technical information as is requested by the Government in order to discharge such of its responsibilities as are affected by activities arising out of this Agreement;
- c) the on-site provision of Skylark rockets, including supply and installation of any special ground support equipment and special handling equipment, but excluding the equipment referred to in Article 5, b;
- d) the provision of personnel comprising the launch and handling team for the firings;
- e) the provision of an authorised representative of the Organisation at Woomera during the campaigns.

Article 5

PARTICULAR FUNCTIONS OF THE GOVERNMENT

In particular the Government shall, subject to Articles 6 and 7, be responsible for :

- a) the operation and management of the Woomera Range;
- b) the provision of such existing range facilities as are agreed by the parties to be required by the Organisation;
- c) the provision of site services for the Skylark rocket and, subject to specific arrangement with the Organisation, the supply of pyrotechnic and special purpose explosives or other hazardous stores;
- d) the reduction and distribution of range instrumentation data as requested by the Organisation.

Article 6

COST RESPONSIBILITIES

1. The Organisation shall pay to the Government a fixed sum, to be proposed by the Government and agreed by the parties in advance of each firing

on the basis of price elements and principles notified to the Organisation by the Government for the use of its facilities for each executed firing.

2. The fixed sums agreed in accordance with paragraph 1 of this Article may be subject to variation upwards or downwards in the event that there is an agreed change in the use of the facilities necessary for a firing.

3. In the event that an attempted firing is not executed for any reason the Organisation shall pay to the Government a sum determined after consultations with the Organisation by the Government based on price elements and principles mentioned in paragraph 1 of this Article, and based on the use of its facilities as agreed in connection with that attempt.

4. The sum payable to the Government under paragraphs 1, 2 and 3 of this Article shall be subject to alteration to cover variation in costs of labour materials and services between the date of submission by the Government of the proposal and the date of each firing.

5. The Organisation shall, in addition to the sums payable under paragraphs 1, 2, 3 and 4 of this Article, pay the Government for the provision of services requested by the Organisation for itself or for its experimenters or contractors. Such services may include, but not be restricted to, transport of personnel and stores, accommodation and engineering support. Charges for such services shall be determined in accordance with the established procedures of the Government.

6. At the request of the Government, the Organisation shall make advance payments to the Government sufficient to cover charges which the Government expects will be brought to account in the following two months.

7. The Government will provide a statement certified by the appropriate audit authority for the Commonwealth of Australia covering the sums mentioned in paragraph 3 and the charges mentioned in paragraph 5 of this Article. Such certified statement shall be conclusive evidence of the correctness of the charges.

Article 7

SAFETY

1. The Government shall take such measures as it considers necessary to ensure safe conduct of any operation connected with the Woomera Range.

2. The Government shall have due regard both to the needs for collective and individual safety and to the efficient conduct of the Skylark rocket firings.

3. The Government shall, after consultation with the Organisation :

- a) decide the location of any facility, having regard particularly to the requirement for safe distances where explosive or fire risks are involved;
- b) assess the criteria governing the in-flight safety of the Skylark rocket, having regard to the safety of life and property within or bordering the flight zones, and prescribe the boundary conditions which must be observed during flight;
- c) prescribe the safety requirement in relation to the design and use of all systems involving the use of explosives, liquid propellants and other dangerous materials;
- d) specify the protective measures which are necessary to safeguard against recognised hazards;
- e) regulate hours of working in potentially hazardous environments and
- f) determine the periods when potentially hazardous conditions exist; and regulate the movement of personnel and the occupation and use of facilities in such circumstances.

The Government shall notify the Organisation accordingly.

4. The Government may :

- a) reject any proposal involving the launching of a Skylark rocket in any direction until the ability of the Skylark rocket to perform as planned has been accepted by the Government;
- b) reject any system involving the use of explosives, propellants or other dangerous material which does not meet safety requirements prescribed;
- c) have freedom of access to all facilities in Australia in order to observe the safety of procedures and practices therein;
- d) stop any operation, including firing sequences, when the Government judges that a dangerous situation is developing or that continuation of the operation may cause a dangerous situation to develop.

5. Decisions of the Government concerning all matters under this Article shall be final.

Article 8

ACCESS TO THE RANGE AND ACCOMMODATION

1. The Government shall, subject to security requirements referred to under Article 9 grant access to the range to persons nominated by the Organisation. Decisions of the Government in this regard shall be final.

2. The Government shall also make arrangements for the necessary board and lodging in Woomera for persons referred to in paragraph 1 of this Article.

Article 9

SECURITY

The Organisation shall conform to the security requirements of the Government and shall co-operate fully with the Government in giving effect to such requirements.

Article 10

AVAILABILITY OF INFORMATION

Should the Government request access to data acquired from the launchings, such requests shall be handled by the Organisation in accordance with its rules on Exchange of Scientific and Technical Information. The Organisation will give favourable consideration to such requests.

Article 11

PROPERTY

1. The Government will take all necessary steps to facilitate the admission into Australia of goods provided by or on behalf of the Organisation for use in connection with the firing programme. Subject to paragraphs 2, 3 and 4 of this Article, no duties or taxes will be imposed on such goods by the Government.

2. Exemption from Commonwealth sales tax payable upon the importation of goods will apply in respect of goods which :

- a) are the property of the Organisation at the time when they are entered for home consumption for customs purposes or which become its property before going into use in Australia, and
- b) are not for resale by the Organisation.

3. The Government shall facilitate entry into or export from Australia free of customs duties of all goods or equipment which are required by the Organisation.

tion in connection with its firing programme which at the time of entry for home consumption are the property of the Organisation and are not goods of a kind which if produced or manufactured in Australia would be subject to excise duties.

4. Goods which are owned by the Organisation at the time when they are entered for home consumption or of which the Organisation acquires ownership before they go into use in Australia shall remain its property and shall not be disposed of in Australia except under conditions acceptable to the Government.

5. In accordance with the laws for the time being in force in Australia, the Government shall wherever possible facilitate the temporary admission into or exit from Australia free from customs duties and other taxes of goods or equipment which are required by the Organisation its experimenters or contractors in connection with the Organisation's firing programme.

6. The Organisation shall retain ownership of all goods and equipment provided by it. The Government shall exercise reasonable care in respect of any such property in its custody, but shall not be responsible for any loss or damage to the property.

Article 12

INDEMNITY

1. The Organisation shall indemnify the Government in respect of any activity in Australia in relation to the firings from and against :

- a) any loss or damage suffered by the Government;
- b) liability of any kind in respect of claims against the Government, its servants and agents for loss, damage or injury arising howsoever;
- c) any loss or damage suffered by the Government of the United Kingdom, its servants and agents;
- d) liability of any kind in respect of claims against the Government of the United Kingdom, its servants and agents for loss, damage or injury arising howsoever.

The Government will pay any amounts received from the Organisation in respect of paragraphs (c) and (d) of this Article to the Government of the United Kingdom.

2. The indemnity provided for by paragraph 1 of this Article shall not apply if the loss, damage or injury resulted from any failure on the part of the Government to exercise any of its responsibilities under this Agreement or under any supplementary arrangements referred to under Article 13.

3. Any amount recovered by the Government in respect of an act or omission of a servant or agent of the Government which results in loss, damage

or injury shall be taken into account in ascertaining the amount payable by the Organisation to the Government under this Article, in respect of such loss, damage or injury.

Article 13

SUPPLEMENTARY ARRANGEMENTS

Supplementary arrangements may be made in writing between the Government and the Organisation from time to time for carrying out the provisions of this Agreement.

Article 14

DISPUTES

1. Disputes between the Contracting Parties regarding the application or interpretation of this Agreement which cannot be settled directly between them within a reasonable time shall be submitted by either party to arbitration except in respect of Article 9 of this Agreement and of established practices, policies and procedures of the Government in relation to costs and prices and their verification and certification, where the decision of the Government shall be final.

2. If either party to this Agreement intends to submit a dispute to arbitration, it shall notify the other party. The Organisation shall forthwith inform each Member State of the Organisation of such notification.

3. The Arbitration Tribunal shall consist of three members, one arbitrator nominated by the Government, one arbitrator nominated by the Organisation and a third arbitrator who shall be the chairman, nominated by the said two arbitrators.

4. If, within three months from the date of the notification referred to in paragraph 2 of this Article, either party fails to make the nomination referred to in paragraph 3 of this Article, the choice of the arbitrator shall, on request of the other party, be made by the President of the International Court of Justice. This shall also apply, when so requested by either party, if within one month from the date of appointment of the second arbitrator, the first two arbitrators are unable to agree on the nomination of the third arbitrator. However, an Australian citizen may not be chosen to fill the post of the arbitrator whose appointment devolves on the Organisation, nor may a citizen of any Member State of or a person appointed by the Organisation be chosen to fill the post of an arbitrator whose appointment devolves on the Government. Nor may a person of any of these categories be chosen as chairman of the Tribunal.

5. The Arbitration Tribunal shall establish its own procedure.

6. No appeal shall lie against the award of the Arbitration Tribunal, which shall be final and shall be binding on the parties. In case of dispute concerning the import or scope of the award, it shall be incumbent upon the Arbitration Tribunal to interpret it on request by either party.

Article 15

ENTRY INTO FORCE AND DURATION OF AGREEMENT

This Agreement shall enter into force on the date of signature. This Agreement shall remain in force until the twenty-ninth day of February 1972 and thereafter for such further periods as the parties may agree.

IN WITNESS WHEREOF the undersigned, being duly authorised thereto, have signed this Agreement.

DONE in Paris on 13th October 1970, in two originals in the English and French languages, both texts being equally authoritative.

For the European Space
Research Organisation :

[Signed]

HERMANN BONDI

For the Government
of the Commonwealth of Australia :

[Signed]

ALAN PHILIP RENOUF