

No. 11476

**UNITED KINGDOM OF GREAT BRITAIN
AND NORTHERN IRELAND
and
EUROPEAN SPACE RESEARCH ORGANISATION**

**Exchange of letters constituting an agreement concerning
the use by the United Kingdom of the ESRO Tracking
and Telemetry Network (ESTRACK) for a Special
Project. Paris, 29 June 1971**

Authentic text: English.

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

**ROYAUME-UNI DE GRANDE-BRETAGNE
ET D'IRLANDE DU NORD
et
ORGANISATION EUROPÉENNE DE RECHERCHES
SPATIALES**

**Échange de lettres constituant un accord relatif à l'utilisation
par le Royaume-Uni du réseau de poursuite et de télé-
mesure de l'Organisation européenne de recherches
spatiales (ESTRACK) aux fins d'un projet spécial. Paris,
29 juin 1971**

Texte authentique: anglais.

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

EXCHANGE OF LETTERS CONSTITUTING AN AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND AND THE EUROPEAN SPACE RESEARCH ORGANISATION CONCERNING THE USE BY THE UNITED KINGDOM OF THE ESRO TRACKING AND TELEMETRY NETWORK (ESTRACK) FOR A SPECIAL PROJECT

I

*The Director General of the European Space Research Organisation
to Her Majesty's Ambassador at Paris*

Neuilly, 29 June 1971

JUR/5-10/DRK/JA/1c/6116

Your Excellency,

I have the honour to refer to the request by the United Kingdom to use the tracking and telemetry network (ESTRACK) of the European Space Research Organisation (ESRO) for tracking and position determination of the British National Space Technology Satellite X3 to be launched from Woomera in Australia in 1971 (hereinafter referred to as "the Special Project").

The ESRO Council at its Thirty-fourth Session has, in conformity with Article VIII of the Convention for the Establishment of ESRO² and with the ESRO rules concerning the Use of ESTRACK (ESRO/AF/645, rev. 2), accepted this request and has authorised me to conclude, on behalf of ESRO, an agreement with the Government of the United Kingdom of Great Britain and Northern Ireland on the following terms and conditions :

1. The Special Project is described as follows :

It is intended to test in orbit the reliability of several items of technological equipment. The life span of the satellite is one year.

The support requested from ESRO is for satellite tracking and position determination by the four stations of the ESRO network.

¹ Came into force on 29 June 1971, the date of the letter in reply, in accordance with the provisions of the said letters.

² United Nations, *Treaty Series*, vol. 528, p. 33.

2. For the purpose of responsibility under international law for damage caused by the execution of this Special Project, the provision by ESRO of its assistance and the use of its facilities do not change the character of the Special Project as a national activity of the United Kingdom.

3. The Government of the United Kingdom shall fulfil all the necessary steps called for under the regulations of the International Telecommunication Union.

4. The Department of the Government of the United Kingdom responsible for the execution of the Special Project is the Department of Trade and Industry.

5. Arrangements will be made between ESRO and the Department of Trade and Industry concerning all detailed financial, technical and legal conditions on the execution of the Special Project.

6. The costs arising from the requested support shall be established in conformity with the ESRO Rules concerning the Use of the ESTRACK Network (ESRO/AF/645, rev. 2) and with the relevant provisions of the detailed arrangements referred to in paragraph 5 above.

7. The Government of the United Kingdom guarantees the entire project and in particular guarantees the reimbursement by the Department of Trade and Industry of all costs referred to in paragraph 6 above.

8. (a) Any dispute arising out of the interpretation or application of the agreement which cannot be settled directly between the contracting parties may be submitted by either contracting party to an arbitration tribunal. If a contracting party intends to submit a dispute to an arbitration tribunal, it shall so notify the other party.

(b) The Government of the United Kingdom and ESRO shall each appoint one member of the said tribunal. These two members shall designate their chairman.

(c) If, within three months from the date of notification referred to in sub-paragraph (a) of this paragraph, either contracting party fails to make the appointment referred to in sub-paragraph (b) of this paragraph, the choice of the arbitrator should, on request of the other contracting party, be made by the President of the International Court of Justice. This shall also apply upon the request of either contracting party if within one month from the date of the appointment of the second arbitrator the first two arbitrators are unable to agree on the chairman to be appointed by them.

(d) The tribunal shall determine its own procedure.

(e) No appeal shall lie against the award of the arbitration tribunal, which shall be final and 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 at the request of either party.

If the foregoing terms and conditions are acceptable to the Government of the United Kingdom of Great Britain and Northern Ireland, I have the honour to propose that the present letter, together with your Excellency's reply to that effect, shall constitute the agreement for the execution of the Special Project

between the European Space Research Organisation and the Government of the United Kingdom which shall enter into force on the date of your reply.

I have the honour to be Your Excellency's obedient Servant.

A. HOCKER
Director General

II

*Her Majesty's Ambassador at Paris to the Director General
of the European Space Research Organisation*

BRITISH EMBASSY

PARIS

29 June 1971

Sir,

I have the honour to refer to your letter (reference JUR/5-10/DRK/JA/1c/6116) of today's date which reads as follows :

[*See letter I*]

I have the honour to inform you that the foregoing terms and conditions are acceptable to the Government of the United Kingdom of Great Britain and Northern Ireland, who therefore agree that your letter and the present reply shall constitute the Agreement for the execution of the Special Project between the European Space Research Organisation and the Government of the United Kingdom.

I have the honour to be, Sir, your obedient Servant.

CHRISTOPHER SOAMES