

**No. 13929**

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**NETHERLANDS  
and  
EUROPEAN SPACE RESEARCH ORGANISATION**

**Exchange of letters constituting an agreement concerning the use of certain facilities and services of the European Space Research Organisation for the design, the development and the operation of the Astronomical Netherlands Satellite (ANS). Neuilly-sur-Seine, 5 December 1973, and Paris, 7 December 1973**

*Authentic text: English.*

*Registered by the Netherlands on 29 April 1975.*

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**PAYS-BAS  
et  
ORGANISATION EUROPÉENNE DE RECHERCHES  
SPATIALES**

**Échange de lettres constituant un accord relatif à l'utilisation de certaines installations et de certains services de l'Organisation européenne de recherches spatiales en vue de l'étude, de la mise au point et de l'exploitation du Satellite astronomique néerlandais (SAN). Neuilly-sur-Seine, 5 décembre 1973, et Paris, 7 décembre 1973**

*Texte authentique : anglais.*

*Enregistré par les Pays-Bas le 29 avril 1975.*

EXCHANGE OF LETTERS CONSTITUTING AN AGREEMENT<sup>1</sup>  
BETWEEN THE GOVERNMENT OF THE KINGDOM OF THE  
NETHERLANDS AND THE EUROPEAN SPACE RESEARCH  
ORGANISATION CONCERNING THE USE OF CERTAIN FA-  
CILITIES AND SERVICES OF THE EUROPEAN SPACE RE-  
SEARCH ORGANISATION FOR THE DESIGN, THE DEVELOP-  
MENT AND THE OPERATION OF THE ASTRONOMICAL  
NETHERLANDS SATELLITE (ANS)

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I

ORGANISATION EUROPÉENNE DE RECHERCHES SPATIALES  
EUROPEAN SPACE RESEARCH ORGANISATION

Le directeur général

Neuilly, 5 December 1973

JUR/13-3-3/DRK/JA/ET/10956

Your Excellency,

I have the honour to refer to the request by the Government of the Kingdom of the Netherlands to use the tracking and telemetry network (ESTRACK) and certain facilities and services of the European Space Operations Centre (Esoc) of the European Space Research Organisation (Esro) for the design, the development and the operation of the Astronomical Netherlands Satellite (ANS), to be launched in 1974 from the Western Test Range in the USA (hereinafter referred to as the "Special Project").

The Esro Council at its forty-fourth session has, in conformity with article VIII of the Convention for the establishment of ESRO<sup>2</sup> and with the Esro rules concerning the use of ESTRACK, accepted this request and has authorised me to conclude on behalf of Esro an agreement with the Netherlands Government, under the following terms and conditions:

1. The Special Project is described as follows:

It is intended to launch an astronomical satellite with experiments on board, designed to study Ultra Violet photomaton and hard and soft X-rays.

The support requested from Esro concerns in particular:

- (a) the assistance of Esoc services for studies, planning, software development, engineering, during the preparatory phase;
- (b) the services of the Esoc Control Centre, in particular as regards training, simulation and real-time computing;

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<sup>1</sup> Applied provisionally from 7 December 1973, the date of the letter in reply, and came into force definitively on 11 July 1974, the date of the receipt by the European Space Research Organisation of a letter from the Government of the Kingdom of the Netherlands indicating that the relative constitutional requirements in the Kingdom of the Netherlands had been complied with, in accordance with the provisions of the said letters.

<sup>2</sup> United Nations, *Treaty Series*, vol. 528, p. 33.

- (c) the use of a voice-data link between the station of the ESTRACK network located in Redu (Belgium) and Esoc;
- (d) the use of the station of the ESTRACK network located at Redu for telecommand purposes;
- (e) the use of the Esoc IBM computer.

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 Netherlands.

3. The Netherlands Government shall as far as it is concerned fulfil all the necessary steps called for under the regulations of the International Telecommunications Union.

4. It has been noted that the responsibility for the execution of the Special Project has been delegated by the Netherlands Government to the Netherlands Agency for Aerospace Programmes.

5. Arrangements will be made between Esro and the Industrial Consortium Astronomical Netherlands Satellite (ICANS) under contract with and supervision of the Netherlands Agency for Aerospace Programmes, 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, the Esro Council having decided to accept the request, and with the relevant provisions of the detailed arrangements referred to in paragraph 5 above.

7. The Netherlands Government guarantees the entire project and in particular guarantees the reimbursement by the Industrial Consortium Astronomical Netherlands Satellite (ICANS) of all costs referred to in paragraph 6 above.

8. (a) Any dispute arising out of the interpretation or application of this Agreement which cannot be settled directly between the Parties may be submitted by either Party to an Arbitral Tribunal. If a Party intends to submit a dispute to arbitration, it shall notify the other Party.

(b) The Netherlands Government and the Organisation shall each designate a member of the Tribunal. These two members shall designate a third member of the Tribunal who shall be its chairman.

(c) If, after three months from the date of the notification referred to in paragraph (a) of this article, either Party has failed to make the designation referred to in paragraph (b) of this article, the other Party may request the President of the International Court of Justice to make this designation. The same procedure may be invoked by either Party if, after one month from the date of appointment of the second arbitrator, the first two arbitrators are unable to agree on the designation of the third arbitrator.

(d) The Tribunal shall determine its own procedure and where it shall meet.

(e) The award of the Tribunal, which shall be taken by a majority of votes, shall be final and binding on the Parties. In cases of dispute concerning the import or scope of the award, it shall be incumbent upon the Tribunal to interpret it at the request of either Party.

If the foregoing terms and conditions are acceptable to the Government of the Kingdom of the Netherlands, 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 Kingdom of the Netherlands which shall provisionally be applied from the date of your Excellency's reply and which shall enter into force on the date of receipt by Esro of a letter from the Government of

the Kingdom of the Netherlands indicating that the relative constitutional requirements in the Kingdom of the Netherlands have been complied with.

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

[Signed]

A. HOCKER  
Director General

His Excellency Ambassador J. de Ranitz  
Royal Netherlands Embassy  
Paris

## II

### THE AMBASSADOR

Paris, December 7, 1973

Nr. 26.530

Sir,

I have the honour to acknowledge receipt of your letter dated December 5, 1973, which reads as follows:

[See letter I]

I have the honour to confirm that my Government agrees to the proposals contained in your letter and that your letter and this corresponding letter shall constitute an agreement between the European Space Research Organisation and the Government of the Kingdom of the Netherlands which shall enter into force on the date of receipt by ESRO of a letter from the Government of the Kingdom of the Netherlands indicating that the relative constitutional requirements in the Kingdom of the Netherlands have been complied with, it being understood, however, that the agreement shall be provisionally applied as from the date of the present letter under reply.

Please accept, Sir, the assurance of my high consideration.

[Signed]

J. A. DE RANITZ

The Director-General  
of the European Space Research Organisation  
Paris