

**No. 17405**

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**UNITED STATES OF AMERICA  
and  
AUSTRALIA**

**Exchange of notes constituting an agreement relating to the  
geological and geophysical research station at Alice  
Springs. Canberra, 28 February 1978**

*Authentic text: English.*

*Registered by the United States of America on 14 December 1978.*

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**ÉTATS-UNIS D'AMÉRIQUE  
et  
AUSTRALIE**

**Échange de notes constituant un accord relatif à la station  
de recherche géologique et géophysique d'Alice  
Springs. Canberra, 28 février 1978**

*Texte authentique : anglais.*

*Enregistré par les États-Unis d'Amérique le 14 décembre 1978.*

## EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT<sup>1</sup> BETWEEN THE UNITED STATES OF AMERICA AND AUSTRALIA RELATING TO THE GEOLOGICAL AND GEOPHYSICAL RESEARCH STATION AT ALICE SPRINGS

### I

Note No. 22

The Embassy of the United States of America presents its compliments to the Department of Foreign Affairs and has the honor to refer to recent discussions between representatives of our two Governments concerning the future management and operation of the Joint Geological and Geophysical Research Station at Alice Springs (in this Note referred to as "the Station"). The purpose of the Station is to gather seismic data. The seismic data from this Station will aid in monitoring compliance with agreements on underground nuclear explosions and, when combined with data from other Australian stations, will also provide useful information on the geology of Australia. The Embassy has the honor to propose that the management and operation of the Station will be conducted in accordance with the following provisions:

(1) Unless otherwise agreed, the United States Air Force (in this Note referred to as "USAF") and the Australian Department of Science (in this Note referred to as "DOS") shall be the co-operating agencies of the United States Government and the Australian Government respectively, and shall be responsible for giving effect to the provisions contained in this Note.

(2) The Station shall be operated under the joint management of the co-operating agencies.

(3) The operation of the Station and data collected by it shall be unclassified. Data may be available to Australian scientific personnel and agencies with a legitimate need for such data. Access to the Station may be permitted to Australian scientific personnel and agencies with a legitimate need for such access subject to non-interference with operational requirements of the Station.

(4) All data recorded at the Station will be transmitted to the United States Government for study and analysis. The Australian Government may receive all or part of that data if it so wishes and will meet any additional costs incurred. Data derived from the operation of the Station may be made available to Australian scientific personnel and agencies with a legitimate need for such data. The co-operating agency of the Australian Government shall be solely responsible for validating need and will arrange payment of any additional costs incurred in providing such data to Australian personnel or agencies.

(5) (1) The Agreement concerning the Status of United States Forces in Australia signed at Canberra on 9 May 1963<sup>2</sup> ("the Status of Forces Agreement"), other than articles 9, 10, 20 and 24 and subject to modifications set out in sub-paragraph (3) of this paragraph, shall be deemed to apply to the activities conducted for the purposes of this Agreement and shall be read as if incorporated herein.

(2) For the purposes of the following provisions of this paragraph and paragraph 17, clause (a) below, a United States civilian employee means a civilian employee of the United States Government who does not qualify as a member of the civilian component under the provisions of sub-paragraph (a) of article 1 of the Status of Forces Agreement and who is

<sup>1</sup> Came into force on 2 March 1978, in accordance with the provisions of the said notes.

<sup>2</sup> United Nations, *Treaty Series*, vol. 469, p. 55.

employed in Australia solely for the purposes of this Agreement and is not a citizen of, or ordinarily resident in, Australia.

(3) For the purposes of the application of the provisions of the Status of Forces Agreement in accordance with sub-paragraph (1) of this paragraph, it is agreed that, as between the Governments:

(a) Other than for the purposes of articles 6 and 7 of the Status of Forces Agreement, a United States civilian employee shall be regarded as a member of the civilian component and the provisions of that Agreement applicable to this Agreement shall be applied to that employee accordingly;

(b) Property owned by either Government and used in Australia for the purposes of this Agreement shall be regarded as being used by its land, sea or air armed forces and paragraph (1) of article 12 of that Agreement shall be applied accordingly;

(c) Damage caused by a United States civilian employee or by a civilian employee of the Australian Government in the performance of duty for the purposes of this Agreement shall be regarded as having been caused by an employee of the armed forces of the United States Government or of the Australian Government, as the case may be, in the performance of his official duties and paragraph (1) of article 12 of that Agreement shall be applied to that damage accordingly;

(d) Vehicles owned by the United States Government and used in Australia for the purposes of this Agreement shall be regarded as official vehicles of the United States Forces and paragraph (5) of article 12 of that Agreement shall be applied to those vehicles accordingly;

(e) An act or omission of a United States civilian employee done in the performance of duty for the purposes of this Agreement shall be regarded as an act or omission of an employee of the United States Forces done in the performance of official duty and paragraph (7) of article 12 of that Agreement shall be applied accordingly; and

(f) United States personnel referred to in article 21 of the Status of Forces Agreement shall be regarded as including United States civilian employees who are in Australia for the purposes of this Agreement.

(6) The United States Government shall provide spare parts, materials, and equipment required for the operation of the Station and shall pay all costs of transporting the same to the Station. The title to all equipment and other moveable property presently located at the Station or supplied in the future by the United States Government will remain in that Government. Should the situation arise in the future where the United States Government no longer required operation of the Station, arrangements for the disposition of excess spare parts, materials and equipment at the Station owned by the United States Government shall be made in accordance with the Exchange of Notes of 9 November 1973 constituting an Agreement concerning the disposal of United States Government excess property in Australia.<sup>1</sup>

(7) Except as may be otherwise agreed between the two Governments the contractors and sub-contractors of the United States Government shall retain title to equipment, materials and other moveable property brought into or acquired in Australia by them or on their behalf for the purposes of this Agreement. Consistently with this Agreement, those contractors and sub-contractors may remove such property at any time from Australia at their own expense and free from export duties and related charges.

(8) The Australian Government shall, in accordance with its laws, regulations and procedures, facilitate the admission into and exit from Australia of contractors and sub-contractors of the United States Government and their employees required in Australia for the purpose of this Agreement, and dependants of these categories of persons.

(9) (1) The Australian Government shall in accordance with its laws, regulations and procedures facilitate the admission into Australia of all equipment, spare parts, materials and

<sup>1</sup> United Nations, *Treaty Series*, vol. 938, p. 375.

other property provided by or on behalf of the United States Government in connection with the Station. No duties, taxes or like charges shall be levied on such property which is certified by the United States Government to be imported for the purposes of this Agreement and which it certifies at the time of entry is, or is intended to be, the property of the United States Government.

(2) Exemption from sales tax shall be allowed by the Australian Government in respect of equipment, spare parts, materials and other property purchased in Australia which is certified to be used for the purposes of this Agreement and not for resale, provided that such property shall become the property of the United States Government prior to use in Australia.

(10) The cost of the operation and maintenance of the Station and necessary incidental items such as training shall be met by the United States Government for the duration of the Agreement: except that the Australian Government shall pay the salaries of any personnel it assigns to the Station, unless such personnel are assigned at the request of the co-operating agency of the United States Government, and shall also meet the additional cost of any operations at the Station that are exclusively for its purposes.

(11) Any action required to be taken by either Government or the co-operating agencies under the provisions of this Agreement shall be subject to the availability of appropriated funds.

(12) (1) The Australian Government at its own expense shall provide such land, easements and rights of way as are required for the purposes of the Station. All land, easements and rights of way so provided shall be vested in the Australian Government and shall for the duration of this Agreement be made available for the Station on terms and conditions to be agreed between the co-operating agencies.

(2) When land areas, or improvements utilised by the United States Government for the purposes of this Agreement are no longer required by it, they shall be relinquished in good order and condition as may be agreed by the co-operating agencies and without cost to the Australian Government.

(13) Consistently with this Agreement, access roads, buildings, installations, utilities and other facilities and structures necessary to the maintenance and operation of the Station shall be constructed or made available in accordance with arrangements to be agreed by the co-operating agencies consistent with paragraph ten (10) of this Note.

(14) Appropriate arrangements may be made between the co-operating agencies to ensure adequate physical security of the Station.

(15) (1) The communications services of the Australian Government and its instrumentalities shall be used, to the maximum extent practicable, for the purposes of this Agreement in accordance with arrangements to be made between the co-operating agencies. Such arrangements shall be subject to the approval of the appropriate Australian authorities.

(2) The use of radio frequencies, powers and band widths of the radio services for the Station shall be in accordance with arrangements to be made between the co-operating agencies. Such arrangements shall be subject to the approval of the appropriate Australian authorities.

(16) At all stages in the establishment and maintenance of the Station, the maximum practicable use shall be made of Australian resources. Arrangements for giving effect to this paragraph may be made from time to time by the co-operating agencies.

(17) In accordance with Australian laws and regulations the Australian Government shall exempt from Australian income tax:

- (a) The official salary of, and income derived from sources outside Australia by a United States civilian employee;
- (b) The income derived from contracts in connection with the Station by United States contractors or sub-contractors to the extent provided by the Convention between the Aus-

tralian Government and the United States Government for the avoidance of double taxation and the prevention of fiscal evasion with respect to taxes on income signed at Washington on 14 May 1953<sup>1</sup> (“the Double Taxation Agreement”); and

(c) The salaries of the personnel of United States contractors or sub-contractors derived in connection with the Station to the extent provided by the Double Taxation Agreement.

(18) The arrangements covering the operation of the Australian Government Seismic Installation at the Station shall continue in force.

(19) If the Australian Government wishes, it may construct facilities or install and use equipment on the site of the Station, provided that this does not interfere with the work of the Station and provided that it meets the cost thereof and additional overheads resulting thereby as may be agreed between the two co-operating agencies.

(20) Modifications or improvements to station equipment or configuration which do not change the agreed purpose of the Station may be made with the mutual consent of the co-operating agencies and in accordance with arrangements to be agreed by those agencies. Any modification, acquisition, or extension that implies or involves a change in the purpose of the Station will require the prior approval of the Australian Government.

(21) Any major information release to the public concerning the Station will be co-ordinated between DOS and USAF prior to release.

(22) The co-operating agencies may make implementing arrangements for the purpose of carrying out the provisions of this Agreement.

The Embassy proposes that, if the foregoing proposals are acceptable to the Australian Government, this Note and the Department’s reply to that effect shall constitute an Agreement between the two Governments which shall enter into force on 2 March 1978 and which shall continue in force until 180 days after either Government has given the other notice in writing of its desire to terminate this Agreement. The present Agreement supersedes previous arrangements for the management and operation of the Station.

Embassy of the United States of America

Canberra, February 28, 1978

## II

The Department of Foreign Affairs presents its compliments to the Embassy of the United States of America and has the honour to refer to the Embassy’s Note No. 22 of 28 February 1978, regarding the management and operation of the Joint Geological and Geophysical Research Station at Alice Springs, which reads as follows:

[See note I]

The Department of Foreign Affairs has the honour to confirm that the proposals contained in the Embassy’s Note are acceptable to the Australian Government and that the Embassy’s Note and the Department’s reply shall constitute an Agreement between the Government of Australia and the Government of the United States of America.

Canberra, A.C.T., 28 February 1978

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<sup>1</sup> United Nations, *Treaty Series*, vol. 205, p. 253.