

No. 17710

**CANADA
and
AUSTRALIA**

**Exchange of notes constituting an agreement concerning the
use of the Australian Woomera Range for launching a
Canadian sounding rocket for scientific investigation.
Canberra, 26 and 27 August 1976**

Authentic texts: English and French.

Registered by Canada on 11 April 1979.

**CANADA
et
AUSTRALIE**

**Échange de notes constituant un accord concernant l'utilisa-
tion de la base australienne de Woomera pour le lance-
ment d'une fusée-sonde canadienne à des fins de re-
cherche scientifique. Canberra, 26 et 27 août 1976**

Textes authentiques : anglais et français.

Enregistré par le Canada le 11 avril 1979.

EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹ BETWEEN THE GOVERNMENT OF CANADA AND THE GOVERNMENT OF AUSTRALIA CONCERNING THE USE OF THE AUSTRALIAN WOOMERA RANGE FOR LAUNCHING A CANADIAN SOUNDING ROCKET FOR SCIENTIFIC INVESTIGATION

I

Canberra, August 26, 1976

Sir,

I have the honour to refer to discussions between officials of our two Governments concerning the use of the Australian Woomera Range for launching a sounding rocket for scientific investigations.

In accordance with those discussions, the Canadian Government would now like to propose that the range and supporting facilities at Woomera be made available for the National Research Council of Canada ("NRCC") to carry out a project known as "COSRAY 75", involving the firing of one Canadian Black Brant V-B rocket for experimental purposes in 1976, with a possible follow-up launch in 1977. It is proposed that the specific number, character and schedule of scientific experiments to be performed as part of the project, the allocation of technical and operational responsibility with respect to launching, the arrangements for financing the project, and the provision of facilities and services for rocket launching, tracking and telemetering of information from the rocket be arranged by NRCC as co-operating agency of the Government of Canada and the Australian Department of Defence as co-operating agency of the Government of Australia ("ADOD").

I further propose that:

(1) Data collected as a result of the project shall be made available to the Government of Australia in accordance with arrangements by NRCC and ADOD.

(2) The Government of Canada and each of its contractors shall retain title to any property brought into or acquired in Australia, for use in connection with the firing program, by or on behalf of the Government or such contractor. The Government of Canada or any of its contractors may at any time, but consistent with this Agreement, remove any of their respective property from Australia at their own expense and free from export duties and related charges.

(3) The Government of Australia shall, in accordance with its laws, regulations and procedures, facilitate the admission into Australia of all property provided by, or on behalf of, the Government of Canada or any of its contractors, for use in connection with the firing program. The Government of Australia shall not levy duties, taxes or like charges on any such property which the Government of Canada certifies, prior to or at the time of entry, is for use in connection with the firing program and is the property of the Government of Canada when admitted into Australia, or on any property, for use in connection with the firing program, which the Government of Canada has undertaken will be exported within twelve months of

¹ Came into force on 27 August 1976, the date of the note in reply, in accordance with the provisions of the said notes.

its admission into Australia, provided that it becomes the property of that Government before its use in Australia.

(4) The Government of Australia shall exempt from sales tax property, in addition to all property referred to in paragraph (3), purchased in Australia and certified by the Government of Canada as being for use in connection with the firing program and not for resale, provided that such property is the property of the Government of Canada or shall become its property prior to the use of the property in Australia.

(5) The Government of Australia shall, in accordance with its laws, regulations and procedures, facilitate the admission into and exit from Australia of persons required in Australia in connection with the firing program.

(6) The Government of Canada shall indemnify and keep indemnified the Government of Australia, in respect of any activity in Australia in relation to the firing, from and against:

- (a) Any loss or damage suffered by the Government of Australia;
- (b) Liability of any kind in respect of claims against the Government of Australia, its servants and agents for loss, damage or injury arising howsoever;
- (c) Any loss or damage suffered by the Government of the United Kingdom; and
- (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 Australian Government will pay any amounts received from the Government of Canada in respect of sub-paragraphs (c) and (d) of this provision to the Government of the United Kingdom.

(7) The indemnity provided for by paragraph (6) shall not apply if the loss, damage, injury or liability resulted from any failure on the part of the Government of Australia, either directly or through its servants or agents, to exercise any of its responsibilities under this Agreement or under the inter-agency Arrangement to be concluded between NRCC and ADOD pursuant to it, provided that the indemnity shall still apply to the extent, if any, to which such failure is not the sole factor in the loss, damage, injury or liability.

(8) Any amount recovered by the Government of Australia in respect of an act or omission for which the indemnity provided for by paragraph (6) applies shall be taken into account in ascertaining the amount payable by the Government of Canada as a result thereof.

(9) Disputes between the Government of Australia and the Government of Canada, or between their respective co-operating agencies, concerning the interpretation or application of this Agreement or the inter-agency Arrangement, shall be settled by negotiation between their competent authorities, either directly or through diplomatic channels.

I have the honour to propose that if the foregoing is acceptable to the Government of Australia, this Note, which is equally authentic in English and French, and

your reply to that effect shall constitute an Agreement on this matter between our two Governments which will enter into force on the date of your reply.

Accept, Sir, the renewed assurances of my highest consideration.

J. J. McCARDLE
High Commissioner for Canada

The Honourable Andrew Peacock, M.P.
Minister for Foreign Affairs
Canberra, A.C.T.

II

The Minister for Foreign Affairs of Australia to the High Commissioner for Canada

Canberra, 27 August, 1976

Excellency,

I have the honour to refer to your Note of 26 August 1976, which reads in English as follows:

[See note I]

I am pleased to inform you that the Government of Australia accepts the proposals set out in your Note and agrees that your Note together with this reply shall constitute an Agreement between the Australian and Canadian Governments in this matter which will enter into force on the date of this reply.

Accept, Sir, the assurances of my highest consideration.

ANDREW PEACOCK

His Excellency J. J. McCardle
High Commissioner for Canada
Canadian High Commission
Canberra, A.C.T.
