

No. 20572

**SPAIN
and
FEDERAL REPUBLIC OF GERMANY**

**Agreement concerning co-operation in the field of radio-
astronomy. Signed at Granada on 16 May 1980**

Authentic texts: Spanish and German.

Registered by Spain on 18 November 1981.

**ESPAGNE
et
RÉPUBLIQUE FÉDÉRALE D'ALLEMAGNE**

**Accord de coopération en matière de radioastronomie.
Signé à Grenade le 16 mai 1980**

Textes authentiques : espagnol et allemand.

Enregistré par l'Espagne le 18 novembre 1981.

[TRANSLATION — TRADUCTION]

AGREEMENT¹ CONCERNING CO-OPERATION IN THE FIELD OF RADIOASTRONOMY BETWEEN THE GOVERNMENT OF SPAIN AND THE GOVERNMENT OF THE FEDERAL REPUBLIC OF GERMANY

The Government of Spain and the Government of the Federal Republic of Germany,

Desiring to further existing relations in the field of scientific co-operation between the two countries and in view of the importance of that co-operation for the development of their relations;

Recognizing the current importance of radioastronomy studies, the favourable prospects which international co-operation opens up for such studies and, in that regard, the special conditions to be found in a number of specific areas in the territories of Spain;

Considering that Spain has available to it radioastronomy experts and installations which are conducive to the establishment of programmes of international cooperation;

Bearing in mind the agreement between the Max Planck Gesellschaft of the Federal Republic of Germany and the Centre national de la recherche scientifique of the French Republic for the joint establishment and operation of an Institute of Millimetric Radioastronomy (hereinafter referred to as IRAM), which will include, in addition to a scientific and technical centre located at Grenoble, an observatory on the Bure plateau in the French Alps and an observatory on Pico Veleta (Loma de Dilar), with premises at Granada, Spain;

Pursuant to article 1, paragraph 2, of the Basic Agreement concluded between the two Governments on 23 April 1970² concerning co-operation in the field of scientific research and technological development (hereinafter referred to as the Basic Agreement);

Considering that the Government of Spain intends to conclude with the Government of the French Republic a similar agreement in the field of radioastronomy,

Have agreed as follows:

Article 1. The two Contracting Parties shall promote co-operation for peaceful purposes in radioastronomical research (millimetric waves) between their scientific bodies by providing support for the installation and operation of a radioastronomical observatory on Pico Veleta (Loma de Dilar).

Article 2. To develop this co-operation, the two Contracting Parties designate:

—For Spain: The National Geographical Institute;

—For the Federal Republic of Germany: the Max Planck Gesellschaft.

¹ Applied provisionally from 16 May 1980 by signature, and came into force definitively on 3 August 1981, the date of the last of the notifications by which the Contracting Parties informed each other (on 27 July and 3 August 1981) of the fulfilment of the domestic requirements, in accordance with article 6.

² United Nations, *Treaty Series*, vol. 1224, No. 1-19761.

The body designated by the Federal Republic of Germany shall act through the Institute of Millimetric Radioastronomy (IRAM), which was established jointly with the Centre national de la recherche scientifique of the French Republic.

The National Geographical Institute (hereinafter referred to as IGN) and IRAM shall on the day of signature of this Agreement conclude a Protocol in which the principles and procedures for co-operation shall be laid down.

Article 3. The Protocol referred to in article 2, paragraph 3, shall cover:

1. Financing of the expenses incurred, both for the development of the co-operation and the joint conduct of research and technological development programmes and for the use of scientific or technical installations;
2. Apportionment of the observation time;
3. Organs endowed with such decision-making or advisory functions as are necessary in order to effect the co-operation.

Article 4. The co-operation shall take the following forms in particular:

1. Exchange of information on research in the field of radioastronomy;
2. Exchange and training of researchers, experts and technical staff;
3. The joint and co-ordinated conduct of research programmes;
4. Joint and co-ordinated use of scientific and technical installations.

Article 5. In view of the exceptional features of certain areas in the territory of Spain, especially Pico Veleta (Loma de Dilar), for purposes of radioastronomical research, an observatory for the study of millimetric waves shall be jointly constructed and utilized.

The observatory shall comprise, in addition to its site and appropriate infrastructure, such installations, buildings and services as are conducive to the best possible scientific utilization. The delimitation of the site, the infrastructure and a general description of the main equipment shall be the subject of annexes to the Protocol referred to in article 2.

Article 6. The observatory mentioned in the preceding article shall be for radioastronomical research as that discipline is currently conceived. Any extension of scientific activity to areas outside that discipline, and any other changes in the nature of the observatory located in Spain, shall be the result of an agreement between IRAM and IGN and subject to approval by both Contracting Parties.

Article 7. Spain shall make available to the observatory, without charge, the use of the site at Pico Veleta (Loma de Dilar) for the purpose of installing a radiotelescope and the use of the premises at Granada as laboratories.

The observatory shall not engage in any activity which is incompatible with the objectives of this Agreement or poses a threat to the security of Spain. The Government of Spain shall have the right to be informed of the observatory's activities.

The Government of Spain shall guarantee the unhindered research activity of the observatory and to that end shall use its best endeavours to preserve the radioastronomical character of the observatory, taking into account the recommendations of the International Astronomical Union and the recommendations of the International Telecommunication Union.

In the case of projects or other measures which might cause injury or disrupt the observatory's activity, the Contracting Parties shall hold consultations at an appropriate time in the presence of IGN and IRAM.

Article 8. The Government of Spain shall afford the necessary legal facilities for the establishment and operation of the observatory, in particular by granting the requisite permits, authorizations and exemptions therefor. As to the related procedures, IGN shall assist IRAM to the extent necessary.

Article 9. The Government of Spain shall authorize the import or export, exempt from customs duties and other taxes, of the apparatus, equipment and goods, including accessories, spare parts and tools, whatever their source or country of origin, deemed necessary for the construction or operation of the observatory and its installations. Such apparatus, equipment and goods shall be exempt from taxes during their stay in Spain. In any event, the industrial capacity of the country in which the observatory is located shall be taken into consideration.

The two Contracting Parties shall guarantee, in full sovereignty and in accordance with the legislation in force in their countries, the free movement of capital, payments in domestic or foreign currency and the possession by IRAM of the foreign currency needed for the establishment, operation and maintenance of the observatory.

Article 10. For the purpose of implementing this Agreement and the Protocol referred to in the third paragraph of article 2, the Government of Spain recognizes the legal personality and legal capacity of the Institute of Millimetric Radioastronomy (IRAM).

The Government of Spain shall guarantee the protection of the property of the Max Planck Gesellschaft and of IRAM consisting of assets and rights relating to the observatory, in conformity with the provisions of its internal legislation and the rules of international law recognized among the States of Western Europe.

The two Governments shall guarantee, within the framework of their internal laws and regulations, the protection of the private property of the personnel working at IRAM observatories who are not nationals of the country in which the observatory is located, provided that such property has been acquired in connection with their professional activity at the observatory at which they work.

Article 11. The two Governments shall grant to all permanent and temporary personnel at IRAM observatories who are not nationals of the country in which the observatory is located, such facilities and authorizations as are necessary for their work, their stay in, entry into and departure from that country and the transfer of their foreign currency, in conformity with the internal legislation and the bilateral agreements in force between the two countries. The same provisions shall apply to the family members who are living with the personnel.

Article 12. If, by agreement between IGN and IRAM, activity at the Pico Veleta (Loma de Dilar) observatory should be terminated, the Government of Spain shall guarantee to the Max Planck Gesellschaft and IRAM, in accordance with the norms of its internal legislation, the unlimited and immediate free disposal of all property constituted by their assets and rights. To this end, IGN and IRAM shall afford each other the necessary assistance.

If, for any reason whatsoever, IGN should terminate its co-operation with the observatory, IRAM shall be empowered to continue its research activity at the

Observatory within the scope and limits of this Agreement and with the guarantees provided for thereunder. The Government of Spain shall designate the entity with which activity under this Agreement shall continue.

Article 13. Any disputes concerning the interpretation or application of this Agreement shall be resolved by the two Contracting Parties through direct negotiations. If a dispute is not resolved within six months in this manner, either Contracting Party may require it to be brought before an arbitral tribunal which is acceptable to both Parties.

The arbitral tribunal shall be constituted on a case-by-case basis. Each Contracting Party shall designate one member and those two members shall jointly agree on the national of a third State to serve as President, who shall be appointed by the Contracting Parties. The members shall be appointed within two months and the President within three months of the time either Contracting Party has communicated to the other, through the diplomatic channel, that it wishes to submit the dispute to an arbitral tribunal.

If the time-limits laid down in the preceding paragraph are not complied with, either Contracting Party may, unless otherwise agreed, request the President of the International Court of Justice to make the appointments in question. If the President is a national of either Contracting Party or is otherwise unable to act, the Vice-President shall make the appointments. If the Vice-President also is a national of either Contracting Party or also is otherwise unable to act, the member of the International Court of Justice who follows him in rank and is not a national of either Contracting Party shall make the appointments.

The arbitral tribunal shall render its decision by majority vote on the basis of the agreements in force between the Contracting Parties and of general international law. Its decisions shall be binding. Each Contracting Party shall defray the expenses of its own arbitrator and of its representation in the proceedings before the arbitral tribunal; the expenses of the President and any remaining costs shall be shared equally by the two Contracting Parties. The arbitral tribunal may decide on a different apportionment of the costs. The arbitral tribunal shall, moreover, determine its own rules of procedure.

Article 14. If a third country expresses the desire to participate in the activities carried out under this Agreement, the Contracting Parties shall examine its proposal in a spirit of international scientific co-operation and shall open the necessary negotiations.

Article 15. This Agreement shall also apply to *Land Berlin*, unless the Government of the Federal Republic of Germany makes a declaration to the contrary to the Government of Spain within three months of the entry into force of this Agreement.

Article 16. This Agreement shall be applied provisionally from the date of its signature and shall enter into force on the date on which the Contracting Parties notify each other of the fulfilment of the domestic requirements for its entry into force.

The Agreement shall remain in force for a term of 30 years and shall be extended for successive terms of 10 years, unless one of the Contracting Parties denounces it in writing through the diplomatic channel at least two years prior to its expiry.

DONE at Granada on 16 May 1980 in duplicate in the Spanish and German languages, both texts being equally authentic.

For the Government
of Spain:

[*Signed*]

MANUEL BARROSO
Director-General for
International Technical Co-operation

For the Government
of the Federal Republic of Germany:

[*Signed*]

LOTHAR LAHN
Ambassador of the Federal Republic
of Germany at Madrid
