

No. 19639

**AUSTRALIA
and
UNITED STATES OF AMERICA**

**Exchange of notes constituting an agreement superseding
the Agreement of 25 March 1970 concerning space
vehicle tracking and communications facilities, as
amended. Canberra, 29 May 1980**

Authentic text: English.

Registered by Australia on 11 March 1981.

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

**Échange de notes constituant un accord remplaçant l'Ac-
cord du 25 mars 1970 concernant le repérage des engins
spatiaux et les moyens de communication, tel
qu'amendé. Canberra, 29 mai 1980**

Texte authentique : anglais.

Enregistré par l'Australie le 11 mars 1981.

EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹
BETWEEN THE GOVERNMENT OF AUSTRALIA AND THE
GOVERNMENT OF THE UNITED STATES OF AMERICA
SUPERSEDING THE AGREEMENT OF 25 MARCH 1970 CON-
CERNING SPACE VEHICLE TRACKING AND COMMUNICA-
TIONS FACILITIES,² AS AMENDED³

I

Note No. 60

The Embassy of the United States of America presents its compliments to the Department of Foreign Affairs, and has the honor to refer to the cooperative program facilitating space flight operations implemented in accordance with agreements between the Government of the United States of America and the Government of Australia and, in particular, to an Agreement concerning space vehicle tracking and communications facilities, effected by an Exchange of Notes dated March 25, 1970,² as amended by an Exchange of Notes dated March 3, 1978, and June 27, 1978.³ In view of the mutual benefits to be derived from this cooperative program, the Government of the United States has the honor to propose that it be continued in accordance with the following principles and procedures:

1. The program shall continue to be conducted by cooperating agencies of each Government. Until the Government concerned gives notice to the other Government designating another cooperating agency, the cooperating agency on the part of the United States Government shall be the National Aeronautics and Space Administration, and on the part of the Australian Government shall be the Department of Science and the Environment.

2. (1) The following facilities are presently located in Australia for the program and shall continue to be operated and maintained under existing arrangements until amended or changed by the two cooperating agencies:

- (a) Tidbinbilla Deep Space Communication Complex, Tidbinbilla, Australian Capital Territory;
- (b) Honeysuckle Creek Tracking Station, Honeysuckle Creek, Australian Capital Territory;
- (c) Orroral Valley Tracking Station, Orroral Valley, Australian Capital Territory;
- (d) Mobile Laser Ranging Facility, presently located at Yarragadee, Western Australia and which may be located at such other sites as are mutually acceptable to the cooperating agencies;

(2) The foregoing list of facilities may be amended from time to time by agreement of the two Governments.

(3) The provisions of this Agreement shall hereafter apply to the facilities provided or to be provided under the program and to such other activities under the program as may be agreed by the two Governments.

¹ Came into force on 29 May 1980 by the exchange of the said notes, with retroactive effect from 26 February 1980, in accordance with their provisions.

² United Nations, *Treaty Series*, vol. 745, p. 177 and p. 397 of this volume.

³ *Ibid.*, vol. 1152, p. 426.

3. In connection with facilities provided or to be provided under the program, the cooperating agencies are authorized to conclude further arrangements consistent with the provisions of this Agreement regarding the duration of the use of the facilities, the responsibility for and financing of the construction, installation and equipping of the facilities, and other details relating to the establishment or operation of the facilities. Common support facilities to stations, including communications networks, may be established as the cooperating agencies consider necessary.

4. Each cooperating agency shall provide to the other, from the data acquired through the operation of the facilities, such reduced scientific data as the other agency may request for scientific studies it may wish to carry out. The results of all such studies shall be available to both agencies.

5. The facilities established may, unless otherwise arranged between the cooperating agencies, be used for independent scientific activities sponsored by the Australian Government, it being understood that such activities would be conducted so as not to conflict with the schedules of operations and that any additional operating costs resulting from such independent activities would be borne by the Australian Government or by the organization concerned.

6. The United States Government shall retain title to equipment, materials, supplies and other movable property provided by or acquired in Australia by it or on its behalf at its own expense, for the purposes of the activities under this Agreement. The United States Government may remove such property from Australia at its own expense and free from export duties or similar charges, upon the termination of this Agreement or upon reasonable notice to the Australian Government. Such property shall not be disposed of within Australia except in accordance with the Agreement between the two Governments concerning the disposal of U.S. Government excess property in Australia effected by an Exchange of Notes dated November 9, 1973,¹ or in the event that that Agreement should terminate, under conditions acceptable to both Governments.

7. (1) The Australian Government shall, in accordance with its laws, regulations and procedures, facilitate the admission into and exit from Australia of persons not normally resident in Australia employed or engaged as staff, consultants or contractors by the United States Government or the cooperating agency in connection with the activities provided for in this Agreement.

(2) The effects for the personal and household use of such persons entering Australia for the purposes of the activities under this Agreement shall be permitted free entry in accordance with Australian customs law in effect at the date the goods are imported.

8. (1) United States personnel sent to Australia by the United States cooperating agency for the purposes of activities under this Agreement shall be free from Australian income tax in respect of:

- (a) The remuneration for services rendered in Australia for the purposes of the activities; and
- (b) Income derived from sources outside Australia while engaged in Australia for the purposes of the activities.

(2) Such personnel shall also be free from Australian death and gift duties which, because of their presence in Australia for the purposes of activities under this Agreement, may otherwise become payable in respect of property situated outside Australia as a result of the happening of an event while such personnel are in Australia.

(3) For the purposes of the provisions relating to taxation, "United States personnel" means civilian citizens of the United States of America not ordinarily resident in Australia and who are employees of the United States Government or the cooperating agency. All other persons engaged or employed for the purposes of the activities under this Agreement shall be subject to applicable Australian taxation laws.

¹ United Nations, *Treaty Series*, vol. 938, p. 375.

9. (1) The Australian Government shall take the necessary steps to facilitate the admission into Australia of all equipment, materials, supplies and other property provided by or on behalf of the United States Government in connection with activities under this Agreement. No duties, taxes or like charges shall be levied on such property which is certified by the United States Government to be imported for use in such activities and which it is certified 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, materials, supplies and other property purchased in Australia which are certified as being for use in connection with the activities under this Agreement and which are not for resale, provided that such property shall become the property of the United States Government prior to use in Australia.

(3) The United States Government shall be entitled to receive from the Australian Government the amount of any duties, taxes or like charges (not being charges for services requested and rendered), which may have been imposed or levied in respect of equipment, materials, supplies or other property which have been purchased by or on behalf of the United States Government in connection with activities under this Agreement for the establishment, maintenance, or operation of the facilities, or which having been brought from the United States expressly for use in such connection have been exclusively so used and have been exported from Australia.

10. The United States Government agrees to utilize to the maximum extent practicable Australian resources in activities under this Agreement.

11. Activities under this Agreement shall be carried out by Australian personnel, except to the extent otherwise arranged between the cooperating agencies.

12. (1) The communications services of the Australian Government and its instrumentalities shall be used, to the maximum extent practicable, for the purposes of the activities under this Agreement, in accordance with arrangements to be made between the cooperating agencies.

(2) The operation of radio transmitting and receiving equipment at the stations shall comply with the requirements of the relevant Australian authorities, in accordance with arrangements to be made between the cooperating agencies.

(3) The Australian Government shall take all reasonable steps to protect the radio receiving facilities of the stations from harmful radio frequency interference from sources outside the stations.

13. The program of cooperation set forth in this Agreement shall, subject to the availability of funds, remain in force until February 26, 1990, and may be further extended by agreement of the two Governments.

14. Upon the entry into force of the Agreement as provided below it shall supersede the Agreement dated March 25, 1970, as amended.

The Embassy has the honor to propose that, if the Australian Government concurs in the proposals outlined above, this note and the Department's confirmatory reply shall together constitute and evidence an Agreement between the two Governments on the matter which shall be deemed to have entered into force on February 26, 1980.

Canberra, A.C.T., May 29, 1980

Embassy of the United States
of America

II

731/2/1/1

The Department of Foreign Affairs presents its compliments to the Embassy of the United States of America and has the honour to acknowledge receipt of the Embassy's Note No. 60 of 29 May 1980, which reads as follows:

[*See note I*]

The Department of Foreign Affairs has the honour to confirm that the Government of Australia concurs in the proposals outlined in the Embassy's Note and agrees that the Embassy's Note and the present reply shall together constitute and evidence an agreement between the Government of Australia and the Government of the United States of America on the matter which shall be deemed to have entered into force on 26 February 1980.

The Department of Foreign Affairs avails itself of this opportunity to renew to the Embassy of the United States of America the assurances of its highest consideration.

Canberra, 29 May 1980