

No. 19637

**AUSTRALIA
and
EUROPEAN SPACE AGENCY**

Agreement for a co-operative space vehicle tracking program. Signed at Paris on 15 June 1979

Authentic text: English.

Registered by Australia on 11 March 1981.

**AUSTRALIE
et
AGENCE SPATIALE EUROPÉENNE**

Accord de coopération en vue d'un programme de localisation des véhicules spatiaux. Signé à Paris le 15 juin 1979

Texte authentique : anglais.

Enregistré par l'Australie le 11 mars 1981.

AGREEMENT¹ BETWEEN THE GOVERNMENT OF AUSTRALIA AND THE EUROPEAN SPACE AGENCY FOR A CO-OPERATIVE SPACE VEHICLE TRACKING PROGRAM

The Government of Australia and the European Space Research Organisation, established by the Convention opened for signature in Paris on 14 June 1962² (“the Convention”) and conducting its activities since 31 May 1975 under the name of the European Space Agency (“the Agency”),

Considering that the purpose of the Agency is to promote space research and technology for space applications exclusively for peaceful purposes,

Recalling that the Australian Department of Science and the Agency have been co-operating in an exchange of technical and scientific information pursuant to an arrangement of 4 August 1976,

Desiring to further the mutual benefits which derive from scientific co-operation,

Have agreed as follows:

Article 1. The Agency, in association with the Australian Government, may participate in Australia in the tracking and telecommand of, and in acquiring data from, the Agency’s space vehicles operated in accordance with the Convention, and for civil space research and technology and their space applications.

Article 2. Unless otherwise determined by the Australian Government, the Australian Department of Science shall be the Australian co-operating agency responsible, on the Australian side, for giving effect to this Agreement.

Article 3. 1. In order to participate in the activities referred to in article 1 (hereinafter referred to as “the agreed activities”), the Agency may, in accordance with this Agreement, make use of existing facilities in Australia.

2. Subject to paragraph 3 of this article, the agreed activities will be executed from the Carnarvon site of the Overseas Telecommunications Commission in accordance with the implementing arrangements referred to in article 4.

3. Should it be desired at a later stage to establish new facilities in accordance with this Agreement, this would be the subject of the implementing arrangements.

Article 4. The agreed activities and the establishment, operation and maintenance of facilities shall be undertaken by the Agency and the Australian co-operating agency in accordance with detailed arrangements, consistent with this Agreement, to be made by the Agency and the Australian co-operating agency (“the implementing arrangements”). The Agency shall notify in advance its operational requirements or any changes therein to the Australian co-operating agency with a view to preparation in time of such implementing arrangements.

Article 5. Except as otherwise provided in this Agreement, the Agency shall bear the costs of operating and maintaining the facilities required for the purposes of this Agreement and of establishing any new facilities, subject to any

¹ Came into force on 15 June 1979 by signature, in accordance with article 17.

² United Nations, *Treaty Series*, vol. 528, p. 33.

contribution by the Australian Government as the Parties may from time to time agree.

Article 6. The Agency and the Australian co-operating agency shall provide each other on request, with scientific data acquired through the agreed activities, and with the results of any consequent studies. The publication of such results will be subject to any priority rights of scientific investigators.

Article 7. 1. The facilities used for the agreed activities may be used for independent Australian scientific activities endorsed by the Australian co-operating agency, and for other independent scientific activities as may be arranged between the Australian co-operating agency and the Agency. Such activities shall be conducted so as not to interfere with the conduct of the agreed activities. The Agency shall not become liable for any costs arising from such use of the facilities.

2. If the Australian Government wishes, it may for its own purposes and at its own cost construct facilities and install and use equipment on the site of the new facilities referred to in article 3.3, provided this does not interfere with the agreed activities. Use by the Agency of such facilities will be covered by a special arrangement between the Australian co-operating agency and the Agency.

Article 8. The Agency and the Australian co-operating agency shall make freely available to each other details in regard to all activities and to the planning of all activities undertaken pursuant to this Agreement.

Article 9. The Agency shall retain title to equipment, materials, supplies and other property brought into or acquired in Australia by it or on its behalf at its own expense, for the agreed activities. Consistent with this Agreement, the Agency 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 under conditions acceptable to both the Agency and the Australian Government.

Article 10. 1. The Australian Government shall, in accordance with its laws, regulations and procedures, facilitate the admission into and the exit from Australia of persons not normally resident in Australia employed or engaged as staff, consultants or contractors by the Agency in connexion with the agreed activities.

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

Article 11. 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 Agency in connexion with the agreed activities. No duties, taxes or like charges other than sales tax shall be levied on such equipment, materials, supplies and other property which are certified by the Agency to be imported for use in such activities and which it certifies at the time of entry are, or are intended to be, the property of the Agency.

Article 12. The Agency shall utilise to the maximum extent practicable Australian resources in the agreed activities.

Article 13. The agreed activities shall be carried out by Australian personnel, except to the extent otherwise arranged between the Agency and the Australian co-operating agency, under the Agency's operational directives.

Article 14. 1. The Australian Government shall use its best endeavours to ensure that the Agency is provided, at the Agency's expense, with appropriate links to the international telecommunications network.

2. The communications services of the Australian Government and its instrumentalities shall be used, at the Agency's expense, to the maximum extent practicable, for the purposes of the agreed activities, in accordance with the implementing arrangements.

3. The Australian Government shall take the steps necessary to achieve the registration of the radio frequencies necessary for the execution of the agreed activities. The operation of radio transmitting and receiving equipment for the agreed activities shall comply with the requirements of the relevant Australian authorities, in accordance with the implementing arrangements.

4. The Australian Government shall take all reasonable steps to protect the radio receiving facilities used for the agreed activities from harmful radio frequency interference. The measures to be taken by the Australian Government in this respect shall be laid down in the implementing arrangements.

Article 15. Both Parties may agree to any amendments to this Agreement. Any such amendments shall be recorded in writing and signed by both Parties.

Article 16. 1. Any dispute on the interpretation or application of this Agreement shall be referred to the Head of the Australian co-operating agency and the Director General of the Agency for resolution in the first instance.

2. Should they be unable to resolve the dispute, then it shall promptly be submitted to an Arbitration Tribunal constituted by three members. One arbitrator will be designated by the Australian Government, one by the Agency and the third one shall be designated by the first two arbitrators and shall act as a chairman. Should the first two arbitrators be unable to agree on the choice of the third arbitrator, the latter shall be designated by the United Nations Secretary-General.

3. The Tribunal shall determine its own procedure and its seat.

4. The decision of the Arbitration Tribunal shall be determined in accordance with the provisions of this Agreement by majority vote. The decision of the Tribunal shall be final and binding on the Parties and shall be without appeal. The execution of the decision shall be in accordance with the rules of procedure in force in the country in which it is to be executed. The Parties shall contribute equally to the expenses of the Tribunal unless the Tribunal should decide otherwise.

Article 17. This Agreement shall enter into force upon signature and shall remain in force for a period of ten years unless previously terminated by agreement between the Parties. If a Party wishes to propose termination before the end of the Agreement it shall notify the other Party in writing at least twelve months before the proposed date of termination. If not so terminated the Agreement shall continue in force after that period of ten years until 180 days after the date on which one Party has given to the other written notice of its intention to terminate the Agreement.

DONE at Paris on the fifteenth of June nineteen seventy-nine, in two originals in the English language.

For the Government
of Australia:

[Signed — Signé]¹

For the European Space Agency:

[Signed — Signé]²

¹ Signed by J. Rowland — Signé par J. Rowland.

² Signed by R. Gibson — Signé par R. Gibson.