

No. 20882

**UNITED STATES OF AMERICA
and
BOTSWANA**

Exchange of notes constituting an agreement concerning the establishment and operation of a space vehicle communications facility. Houston, 4 December 1980

Authentic text: English.

Registered by the United States of America on 1 March 1982.

**ÉTATS-UNIS D'AMÉRIQUE
et
BOTSWANA**

Échange de notes constituant un accord relatif à la mise en place et à l'exploitation d'une installation destinée aux communications avec les véhicules spatiaux. Houston, 4 décembre 1980

Texte authentique : anglais.

Enregistré par les États-Unis d'Amérique le 1^{er} mars 1982.

EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹ BETWEEN
THE UNITED STATES OF AMERICA AND BOTSWANA CONCERNING
THE ESTABLISHMENT AND OPERATION OF A SPACE VEHICLE
COMMUNICATIONS FACILITY

I

The Department of State refers the Embassy of Botswana to recent discussions between representatives of the Governments of the United States and Botswana concerning the establishment and operation of a space vehicle communications facility. Such a facility would become part of a world-wide tracking network in connection with the United States Space Transportation System based on the Space Shuttle. The facility would serve particularly for voice communication support to the astronauts and other Shuttle crew members enhancing both mission success probability and flight crew safety.

Accordingly, the Government of the United States proposes that this facility shall be established and operated in accordance with the following provisions:

1. Implementation of the activities provided for under this Agreement shall be conducted by Cooperating Agencies of each Government. On the part of the Government of the United States of America, the Cooperating Agency will be the National Aeronautics and Space Administration. On the part of the Government of Botswana, the Cooperating Agency will be the Botswana Telecommunications Corporation.

2. The facility will consist of a pedestal and phased array helix antenna, operator console, ground to air transmitters and receivers.

3. The Government of Botswana, through the Botswana Telecommunications Corporation, will make available to the National Aeronautics and Space Administration, rights of way for the facility and a suitable site at an agreed location; the site to remain the property of the Government of Botswana.

4. Realizing the shortage of technical skills in the Republic of Botswana, the National Aeronautics and Space Administration undertakes to accept a limited number of Botswana for technical training in accordance with the United States Agency for International Development Southern African Manpower Development and Training Project No. 633-0069. The modalities and types of training will be determined as a result of discussions between the National Aeronautics and Space Administration and the Botswana Telecommunications Corporation.

5. All costs of constructing, installing, equipping and operating the facility will be borne by the Government of the United States.

6. The telecommunications services of the Government of Botswana and its instrumentalities shall be used, to the maximum extent feasible, for the purposes of the activities under this Agreement. The operation of radio transmitting and receiving equipment at the facility shall comply with the requirements of the Botswana Telecommunications Corporation. The Government of Botswana shall take all means practicable to maintain the facility free from harmful radio interference.

7. The supplies, materials, equipment, and parts, introduced into or acquired in the Republic of Botswana by the United States of America for the facility shall be exempt from any taxes on ownership or use of property and any other taxes, excises or rates. The import, export, purchase,

¹ Came into force on 4 December 1980 by the exchange of the said notes.

use or disposition of any such supplies, materials, equipment, and parts, used in connection with the facility shall be exempt, to the maximum extent compatible with the laws of the Republic of Botswana, from any tariffs, customs duties, import and export taxes, taxes on purchase or disposition of property and other taxes or rates, or similar charges in the Republic of Botswana.

8. The United States Government shall retain title to equipment, materials, supplies and other movable property provided by it or acquired in the Republic of Botswana 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 the Republic of Botswana at its own expense and free from export duties or similar charges. Whenever any technical equipment or material used in the facility is declared by the United States Cooperating Agency to be excess to its operational needs, the material or equipment may be donated, in accordance with the laws and administrative procedures of the United States, to the Government of Botswana. If the latter shall not desire the property in that instance, any disposal of the property in Botswana by the Embassy of the United States of America should be accomplished under conditions acceptable to both Governments.

9. The facility shall be operated by the National Aeronautics and Space Administration, either directly or through a United States contractor. The Government of Botswana shall, in accordance with its immigration laws and regulations, take the necessary steps to facilitate the admission into and exit from Botswana of such United States personnel, including contractor personnel, as may be assigned by the United States Cooperating Agency to visit or participate in the cooperative activities provided for under this Agreement. Any company, firm or individual employed, retained or financed by the Government of the United States of America for any purpose under the terms of this Agreement, shall be subject to income tax under the laws of Botswana in respect of income accruing, except for such amounts as may be exempted by the Minister responsible for Finance.

The entry into and removal from Botswana of the personal and household effects of such persons entering Botswana for the purposes of the activities under this Agreement shall be permitted free of custom duties, taxes and related charges to the extent possible in accordance with Botswana customs laws.

10. It is understood that the carrying out of this Agreement is subject to the availability of necessary funds.

11. Each Cooperating Agency may release public information regarding its own portion of the activity as desired and, insofar as the participation of the other agency is concerned, after suitable coordination.

12. In connection with the facility, the Cooperating Agencies are authorized to conclude supplementary arrangements concerning the modalities of operation and any tariffs pertaining thereto as required to carry out the activities of this Agreement.

13. The Government of the United States anticipates that the Station will be required for use until December 31, 1984. The Agreement will remain in force until that time and may be further extended by Agreement of the two Governments.

The Department of State suggests that if the Government of Botswana concurs in the proposals outlined above, the present note and confirmatory reply of the Government of Botswana shall constitute an Agreement between the two Governments on the matter.

[Signed — Signé]¹
12/4/80³

[Signed — Signé]²
4/12/80³

¹ Signed by Norman Terrell — Signé par Norman Terrell.

² Signed by L. M. Seretse — Signé par L. M. Seretse.

³ 4 December 1980 — 4 décembre 1980.

II

EMBASSY OF BOTSWANA
WASHINGTON, D.C.

The Embassy of Botswana acknowledges receipt of the note dated December 4, 1980, from the Department of State, reading as follows:

[See note I]

[Signed — Signé]¹
4/12/80³

[Signed — Signé]²
12/4/80³

¹ Signed by L. M. Seretse — Signé par L. M. Seretse.

² Signed by Norman Terrell — Signé par Norman Terrell.

³ 4 December 1980 — 4 décembre 1980.