

No. 24322

FRANCE
and
SPAIN

Agreement concerning the operation of the telemetric laser station of San Fernando (Cadiz Province). Signed at Madrid on 6 December 1983

Authentic texts: French and Spanish.

Registered by France on 29 August 1986.

FRANCE
et
ESPAGNE

Accord relatif à l'exploitation de la station de télémétrie laser de San Fernando (Province de Cadix). Signé à Madrid le 6 décembre 1983

Textes authentiques : français et espagnol.

Enregistré par la France le 29 août 1986.

[TRANSLATION—TRADUCTION]

AGREEMENT¹ CONCERNING THE OPERATION OF THE TELEMETRIC LASER STATION OF SAN FERNANDO (CÁDIZ PROVINCE) BETWEEN THE GOVERNMENT OF THE FRENCH REPUBLIC AND THE GOVERNMENT OF SPAIN

The Government of the French Republic and the Government of Spain, hereinafter referred to as the Contracting Parties,

Referring to article VI of the Agreement on Cultural, Scientific and Technical Co-operation between the Government of the French Republic and the Government of the Spanish State of 7 February 1969² and to the Supplementary Agreement of 28 May 1974, concluded for the purpose of its application,³

Considering that an exchange of notes was signed on 22 March 1968, authorizing the Government of the French Republic to establish and operate a satellite tracking station at San Fernando⁴ and that the said exchange of notes was subsequently renewed in 1970,⁴ 1972, 1974 and 1979,

Considering that the transportable tracking station referred to in the aforementioned Agreements has become a laser observatory equipped with an infrastructure and staff which are under the authority of the Spanish State,

Noting the modernizations resulting from the action of the two agencies responsible since 1968 for the implementation of the Agreements concerning the operation of the San Fernando station, namely, the National Centre for Space Studies and the San Fernando Institute and Observatory of the Navy,

Considering that, concurrent with this technical progress, the foundation has been laid for extending the existing co-operation between the two countries in the scientific field, by identifying and achieving common scientific objectives,

Reaffirming that their co-operation in space matters is based on the international law concerning the peaceful exploration and use of outer space,

Have agreed as follows:

Article 1. The purpose of this Agreement is to specify the arrangements for the joint scientific operation by the Contracting Parties of the telemetric laser station of the Institute and Observatory of the Navy, located at San Fernando (Cádiz Province) (hereinafter referred to as "the station").

Article 2. 1. The station shall be used for tracking satellites launched under the French and Spanish space programmes and under international programmes in which the two Contracting Parties participate.

¹ Came into force provisionally on 6 December 1983, the date of signature, and definitively on 8 October 1984, the date of the last of the notifications by which the Parties informed each other (on 15 March and 8 October 1984) of the completion of the required internal procedures, in accordance with article 14.

² United Nations, *Treaty Series*, vol. 746, p. 117.

³ *Ibid.*, vol. 1150, p. 444.

⁴ *Ibid.*, vol. 793, p. 201.

2. The programme for the operation of the station shall be defined periodically by mutual agreement between the two agencies referred to in article 3 below, in a Programme Committee.

Article 3. 1. The agency responsible for the implementation of this Agreement in the case of the French Government shall be the National Centre for Space Studies (hereinafter referred to as "CNES"). The agency entrusted with the same mission in the case of the Spanish Government shall be the San Fernando Institute and Observatory of the Navy (hereinafter referred to as "IOM").

2. The scientific, technical, administrative and financial arrangements for implementing this Agreement shall be established in a protocol of application to be concluded by CNES and IOM.

Article 4. The station, installed under the dome of the IOM building, shall consist of the following:

- Fixed infrastructure, equipped with all the necessary modules, provided by IOM;
- A French telemetric laser facility loaned by CNES to IOM under this Agreement;
- A set of optical and chronometric instruments incorporated into the facility, provided by IOM;
- Moreover, any additional instruments and improvements that are required for the equipment during the duration of this Agreement shall be deemed to be part of the station.

Article 5. The Spanish Government shall accord every facility for the unrestricted import and export temporarily free from customs duties, charges and taxes in accordance with Spanish law, of the following items:

- All equipment, spare parts and accessories necessary for the operation of the station, including the necessary service vehicles;
- The personal and household effects of the French personnel assigned to the station, including one automobile per family.

Article 6. Upon termination of the Agreement, any equipment installed pursuant to the co-operation established in 1968 between the two Contracting Parties that the Government of the French Republic does not wish to re-export may be transferred permanently to IOM.

Article 7. The two Parties shall authorize the admission to and stay in their territory of persons designated to take part in the co-operation activities which are the subject of this Agreement in accordance with existing legislation.

Article 8. 1. IOM shall be responsible for the management and operation of the station and shall represent it.

2. CNES and IOM shall mention the co-operative operation of the station in any of their dealings with third parties and in particular in their publications and information dispatches.

Article 9. CNES and IOM shall have joint ownership of the data obtained, and such data may be used within the framework of scientific programmes to be established by the two agencies.

Article 10. Each Party shall be responsible for making compensation for injury or damage of any kind sustained by the persons in its service or by their property as a result of activities related to the implementation of this Agreement, even if the liability falls on the other Party, except in the case of gross negligence or wilful failure by that Party. This provision shall be limited to the relations between the Parties and shall not prejudice the rights and actions of which the victims of the injury or damage may avail themselves.

Article 11. 1. Any dispute concerning the interpretation or the implementation of this Agreement which has not been settled by negotiation or any other procedure agreed on by the Parties shall, at the request of either Party, be submitted to an arbitration tribunal. The Party which intends to avail itself of this provision shall so notify the other Party.

2. The arbitration tribunal shall, for each case, be composed of three arbitrators. Each Party shall designate one arbitrator, and the two arbitrators thus designated shall designate a third, who shall be a national of a third State. The third arbitrator shall act as Chairman of the tribunal.

3. If, within three months following the date of notification referred to in paragraph 1 above, either Party has failed to designate its arbitrator, the other Party may request the Secretary-General of the United Nations to do so. The same procedure shall apply, at the request of either Party, if within a month following the date on which the second arbitrator is designated the third arbitrator has not been appointed.

4. A majority of the members of the tribunal shall constitute a quorum. The tribunal shall take its decisions by majority vote. It shall sit in Madrid. It shall establish its own rules of procedure and shall determine how proceedings are to be conducted before it. Its award shall be final and binding on both Parties and shall not be subject to appeal. In the event that the scope of the award is disputed, it shall be interpreted by the tribunal at the request of either Party.

Article 12. At the request of either Party, the two Governments shall consult each other regarding any proposed amendment to this Agreement. An amendment shall enter into force on the date of the exchange of letters or of notes establishing the agreement of the Parties to such amendments.

Article 13. This Agreement is concluded for a period of three years from the date of its entry into force. It shall be extended by tacit agreement for additional three-year periods. Either Party may, during the renewal periods, denounce the Agreement upon 12 months' notice.

Article 14. This Agreement shall enter into force when the two Parties have notified each other through the diplomatic channel of the completion of their respective constitutional formalities. The date of its entry into force shall be that of the last notification.

This Agreement shall apply provisionally from the date of its signature.

IN WITNESS WHEREOF the representatives of the two Governments, duly authorized thereto, have signed this Agreement.

DONE at Madrid on 6 December 1983, in duplicate in French and Spanish, both texts being equally authentic.

For the Government
of the French Republic:

[Signed]

PIERRE GUIDONI
Ambassador of France

For the Spanish
Government:

[Signed]

FERNANDO MORÁN LÓPEZ
Minister for Foreign Affairs
