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AUSTRALIA
and
UNITED STATES OF AMERICA

**Exchange of notes constituting an agreement on the
launching of sounding rockets. Canberra, 1 September
1987**

Authentic text: English.

Registered by Australia on 10 December 1987.

AUSTRALIE
et
ÉTATS-UNIS D'AMÉRIQUE

**Échange de notes constituant un accord relatif au lancement
de fusées-sondes. Canberra, 1^{er} septembre 1987**

Texte authentique : anglais.

Enregistré par l'Australie le 10 décembre 1987.

EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹ BETWEEN THE GOVERNMENT OF AUSTRALIA AND THE GOVERNMENT OF THE UNITED STATES OF AMERICA ON THE LAUNCHING OF SOUNDING ROCKETS

I

MINISTER FOR SCIENCE AND SMALL BUSINESS
PARLIAMENT HOUSE
CANBERRA

1 September 1987

Your Excellency,

I have the honour to refer to discussions held between representatives of our two Governments concerning a program of co-operation on the use by the Government of the United States of America of facilities in Australia for the launching, tracking and recovery of sounding rockets and their payloads.

In the spirit of the Agreement relating to scientific and technical co-operation between the United States of America and Australia, signed on October 16, 1968,² I have the honour to propose that the program be carried out in accordance with the following provisions:

1. The objective of the program is the launching of sounding rockets carrying payloads from Woomera or other sites for scientific purposes.

2. The program shall be conducted by designated Co-operating Agencies ("the Agencies") of each Government. For the Government of Australia the Co-operating Agency shall be the Department of Industry, Technology and Commerce ("the Department"). For the Government of the United States the Co-operating Agency shall be the National Aeronautics and Space Administration ("NASA"). The Agencies shall consult and co-operate as necessary in relation to the program.

3. Each campaign under this Agreement shall be subject to the prior written approval of the Department. The Government of the United States shall provide to the Government of Australia full details of any proposed campaigns, including details of the involvement of nationals or institutions of third parties.

4. Each Government shall provide to the other such information as may be necessary for the other Government to meet its obligations under this Agreement.

5. The extent of the information required from either Government under paragraphs 3 and 4, and the time and manner of its conveyance, shall be mutually determined by the Agencies.

¹ Came into force on 1 September 1987, the date of the note in reply, in accordance with the provisions of the said notes.

² United Nations, *Treaty Series*, vol. 660, p. 133.

6. Each Co-operating Agency shall designate a project manager to be responsible for co-ordinating the agreed functions and responsibilities of each Co-operating Agency in the implementation of this Agreement.

7. Within Australia's territorial jurisdiction, all operations shall be conducted in accordance with the laws and regulations of Australia. The Government of Australia shall facilitate compliance by NASA with Australian laws and regulations, in particular those relating to the regulation of sounding rocket flights.

8. The Agencies shall mutually determine, for activities carried out under this Agreement:

- (a) The apportionment of costs;
- (b) The manner of payment of costs; and
- (c) What construction or modification of facilities is necessary.

9. The ability of the Agencies to carry out these arrangements under this Agreement will be subject to their respective funding procedures and the availability of appropriated funds.

10. NASA shall use its best efforts to:

- (a) Provide appropriate sounding rockets, ground support equipment and launching services, including data for range safety purposes, to conduct NASA sponsored campaigns;
- (b) Provide NASA payloads and associated instrumentation for the payloads;
- (c) Make the preparations for launching, tracking and recovery of rockets and payloads, and for data retrieval;
- (d) Conduct sounding rocket operations;
- (e) Transport to the launch site such personnel and equipment as the Agencies agree is necessary for sounding rocket operations; and
- (f) Assist the Department to promote scientific programs designed to enable Australian scientists to carry out sounding rocket based experiments. Such NASA assistance shall be detailed in separate project arrangements between the Agencies.

11. The Government of Australia 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 Government of the United States or its Co-operating Agency in connection with operations under this Agreement.

12. The Government of Australia shall facilitate the admission into Australia of all equipment, materials, supplies and other property provided by or on behalf of the Government of the United States in connection with operations under this Agreement. No duties, taxes or like charges shall be levied on such property of a scientific nature which is certified by the Government of the United States to be imported for use in such operations.

13. The Department shall use its best efforts to:

- (a) Arrange to make available sounding rocket launch facilities;
- (b) Serve as a liaison with other departments of the Government of Australia to assist in obtaining clearances, licences and permits necessary for all sounding

rocket operations undertaken by NASA including aviation clearances, radio frequency clearances, and clearances to possess, use and transport hazardous material;

- (c) Arrange for the construction of such facilities and for such modifications to existing facilities (in accordance with mutually acceptable designs) as are required for the program;
- (d) Provide site services and other support as may be mutually determined in advance, including lodging and subsistence, and maintenance of the facilities and equipment between sounding rocket launching campaigns; and
- (e) Assist in recovery operations.

Where the Department deems it appropriate, these responsibilities may be carried out by other appropriate institutes or authorities in Australia designated by the Department.

14. The Department, or its agent, shall be responsible for the overall management and safety of the Range, and shall have the authority to stop any launch operation which, in its opinion, represents a hazard to persons or property.

15. (a) Processed data collected in any campaign under this Agreement shall, subject to paragraphs 15 (b) and 15 (c), be made available to the other Co-operating Agency without restriction and in due course to the international scientific community in general.

(b) The processed data may be made available to the local scientific community through its Co-operating Agency as part of a scientist-to-scientist exchange of information pursuant to separate project arrangements between the Agencies.

(c) Except as might be otherwise specified in separate project arrangements, first publication rights shall reside with the principal investigator for 12 months after launch.

16. The Government of the United States shall allow the Government of Australia to verify the scientific nature of activities carried out under this Agreement.

17. NASA shall provide to the Department, on request, copies of completed NASA reports and publications on the sounding rocket operations carried out under this Agreement. Each Co-operating Agency shall grant to the other a royalty-free licence to reproduce for its own purposes reports and publications based on results of experiments under this Agreement prepared by the Co-operating Agency or its Government. Neither Co-operating Agency shall have any obligation to obtain any rights for the other Co-operating Agency as to third party or Principal Investigator reports or publications based on results of experiments under this Agreement.

18. Each Co-operating Agency may release to the public information concerning the nature and extent of its role in operations under this Agreement. The Agencies shall not, however, make publicly available information on the activities of the other Co-operating Agency in relation to any operation without first obtaining the agreement of that Co-operating Agency.

19 (a) Neither the Government of Australia nor the Government of the United States shall make claims against the other for any injury to or death of its

employees, its contractors or sub-contractors or their employees, or for any damage to its property or the property of its contractors or sub-contractors, resulting from activities carried out under this Agreement, whether such injury, death or damage arise through negligence or otherwise.

(b) The Government of the United States shall be responsible for and pay or compensate meritorious third party claims, including claims brought against the Government of Australia, for personal injury (including death) or damage to, or loss of, property caused by NASA, its employees, contractors or sub-contractors within or beyond Australia's territorial jurisdiction, resulting from activities of the Government of the United States carried out under this Agreement. The Government of Australia recognises that any payment required of the Government of the United States shall be contingent upon the appropriation of specific funds for this purpose by the Congress of the United States. For the purpose of this subparagraph meritorious claims include judgements awarded by Courts of competent jurisdiction.

(c) If any claim, demand, or legal action is brought against the Government of Australia for any death, injury, damage or loss, referred to in sub-paragraph (b) of this paragraph, the Government of Australia shall notify the Government of the United States within one calendar month of the receipt thereof. The Government of the United States shall be afforded the opportunity to assist the Government of Australia in the defence of any such action by providing information and advice.

20. (a) The Governments shall, at the request of either, consult each other with a view to resolving any difficulties that arise in the implementation of this Agreement and to consider any proposal to amend this Agreement.

(b) This Agreement shall remain in force for 10 years, unless terminated by either Government on 6 months' notice in writing.

I have the honour to propose that, if the foregoing is acceptable to your Government, this Note and your confirmatory Note in reply shall together constitute an Agreement between the Government of Australia and the Government of the United States on the matter, which shall enter into force on the date of your reply.

I avail myself of this opportunity to extend to Your Excellency the assurance of my highest consideration.

[Signed]

BARRY O. JONES

The Ambassador
Embassy of the United States of America

II

EMBASSY OF THE UNITED STATES OF AMERICA
CANBERRA, AUSTRALIA

1 September 1987

Sir,

I have the honour to refer to your Note of September 1, 1987, which reads as follows:

[See note I]

I have the honour to inform you that the foregoing is acceptable to the Government of the United States of America and to confirm that your Note and this confirmatory Note in reply shall together constitute an Agreement on the matter between the Government of the United States of America and the Government of Australia, which shall enter into force on the date of this reply and shall remain in force for 10 years.

Accept, Sir, the assurance of my highest consideration.

[Signed]

LAURENCE WILLIAM LANE, Jr.
American Ambassador to Australia

The Honorable Barry O. Jones, M.P.
Minister for Science and Small Business
Canberra