

No. 25675

FRANCE
and
UNITED STATES OF AMERICA

Agreement concerning emergency use of the combined forces base at Hao, French Polynesia, by the United States space shuttle. Signed at Paris on 6 September 1984

Authentic texts: French and English.

Registered by France on 23 February 1988.

FRANCE
et
ÉTATS-UNIS D'AMÉRIQUE

Accord relatif à l'utilisation en secours de la base interarmées de Hao (Polynésie française) par la navette spatiale des États-Unis. Signé à Paris le 6 septembre 1984

Textes authentiques : français et anglais.

Enregistré par la France le 23 février 1988.

AGREEMENT¹ BETWEEN THE GOVERNMENTS OF THE FRENCH REPUBLIC AND THE UNITED STATES OF AMERICA CONCERNING EMERGENCY USE OF THE COMBINED FORCES BASE AT HAO, FRENCH POLYNESIA, BY THE UNITED STATES SPACE SHUTTLE

The Government of the French Republic (hereinafter referred to as the French Government), and

The Government of the United States of America (hereinafter referred to as the Government of the United States),

Considering:

The Treaty on Principles Governing the Activities of States in the Exploration and Use of Outer Space, including the Moon and Other Celestial Bodies, of January 27, 1967,² particularly Article 5 thereof;

The Agreement on the Rescue of Astronauts, the Return of Astronauts and the Return of Objects Launched into Outer Space, of April 22, 1968;³

The Convention on International Liability for Damage Caused by Space Objects, of March 29, 1972;⁴ and

The request by the Government of the United States for the exclusively peaceful use during an emergency of the Combined Forces Base at Hao, Tuamotu archipelago, French Polynesia (hereinafter referred to as the Base) by the United States Space Shuttle (hereinafter referred to as the Shuttle); and

Recalling the long tradition of mutual cooperation and of assistance between the two Governments in the area of space,

Have agreed on the following:

Article 1. The French Government shall authorize the emergency landing and the recovery of the Shuttle at the Base under the conditions stipulated in this Agreement.

Article 2. 1. The Government of the United States shall notify the French Government in advance of Shuttle missions that could result in an emergency landing at the Base.

2. The French Government shall inform the Government of the United States of the situation with respect to the availability of the Base.

3. The Government of the United States shall limit Base preparation and Shuttle recovery operations to the time required to ensure that such operations are properly carried out.

4. The Government of the United States agrees to cease, for periods not to exceed 48 hours, all activities conducted on the Base, including the activities of its personnel, whenever it is requested to do so by the French Government.

¹ Came into force on 6 September 1984 by signature, in accordance with article 12 (1).

² United Nations, *Treaty Series*, vol. 610, p. 205.

³ *Ibid.*, vol. 672, p. 119.

⁴ *Ibid.*, vol. 961, p. 187.

Article 3. 1. United States nationals employed by the Government of the United States or its contractors who participate in operations involving preparation of the Base for its use as a landing site for the Shuttle or the recovery of the Shuttle after it has landed at the Base shall be authorized to enter and remain on Hao atoll and the Base and to depart therefrom upon presentation of a valid passport and identification document issued by the Government of the United States. No visa shall be required in advance.

2. The Government of the United States shall provide the French Government, sufficiently in advance of their arrival at Hao Atoll and the Base, a list of the persons involved in the operations referred to in paragraph 1 above. Such persons shall be limited to the number required to carry out such operations.

3. The French Government reserves the right to refuse access to its territory or to terminate the visit of the persons mentioned in paragraph 2 above, for reasons of law and order or security.

4. The persons referred to in the preceding paragraphs shall be placed under the authority of the Base Commander.

Article 4. Following an emergency landing of the Shuttle, the French Government shall authorize the Government of the United States to bring onto the Base, by air, the equipment and personnel required for the recovery operations.

Article 5. The French Government shall authorize the Government of the United States to install on the Base Shuttle assistance and recovery equipment, in addition to the temporary shelters needed to provide room and board for the personnel.

Article 6. The French Government shall authorize the Government of the United States to use, in accordance with French regulations, the radio frequencies needed to ensure proper implementation of this Agreement.

Article 7. In the event of an emergency landing by the Shuttle, the French Government shall assist the Government of the United States in the search and rescue operations, and in the protection of the Shuttle, its astronauts and all property and personnel under United States jurisdiction engaged in such operations.

Article 8. The Government of the United States shall bear all costs incurred directly as a result of this Agreement.

Article 9. 1. The Government of the United States shall bear the costs of all compensation for damage caused by activities under this Agreement to French nationals or to persons or property in French territory. The Government of the United States shall honor all claims with respect to such damage submitted by the French Government, regardless of the Party responsible or the causes thereof.

2. The Government of the United States shall waive any claims against the French Government for any damage that could be caused to its own personnel and equipment and to those of its contractors.

3. In accordance with the Convention on International Liability for Damage Caused by Space Objects, the Government of the United States shall be liable for all claims brought against the French Government for damage caused by activities conducted under this Agreement but not covered by paragraph 1 above.

Article 10. 1. Either Party may request that consultations be held on any matter relating to the interpretation or application of this Agreement. Such

consultations shall commence no later than sixty days from the receipt of the request.

2. Matters relating to claims for compensation submitted in conformity with Article 9, paragraph 3, and the Convention on International Liability for Damage Caused by Space Objects, shall be settled in accordance with the provisions thereof. The decision of the Claims Commission specified by the Convention shall be acknowledged as final and binding by the Parties.

3. Without prejudice to the provisions in paragraph 2 above, disputes arising from the interpretation or application of this Agreement which have not been settled through the consultations provided in paragraph 1 above, at the request of either Party shall be submitted to mandatory arbitration; the arbitral decision shall be binding.

4. If arbitration is requested, each Party shall appoint an arbitrator. The third arbitrator, who shall not be a national of either Party shall be appointed by consent of the Parties. If the Parties cannot agree on the appointment of the third arbitrator, the latter shall be appointed by the Secretary General of the Permanent Court of Arbitration. Rules of procedure, venue and other implementing provisions shall be agreed by the Parties. In the case where the Parties cannot reach such an agreement in a reasonable time period, the rules of procedure shall be fixed by the Court of Arbitration.

Article 11. 1. The following agencies shall be responsible for the implementation of this Agreement:

- A) For the French Government: Le Centre National d'Etudes Spatiales (CNES);
- B) For the Government of the United States: the National Aeronautics and Space Administration (NASA), which is responsible for all launchings of the Shuttle and for the safety of its astronauts.

2. The implementing regulations of this Agreement shall be determined by CNES and NASA with the approval, insofar as France is concerned, of the appropriate authorities.

Article 12. 1. This Agreement, concluded for a period of ten years, shall enter into force on its date of signature.

2. This Agreement may be amended or extended, at the request of either Party, by an exchange of letters between the two governments.

3. This Agreement may be terminated prior to its expiration by the French Party with an advance written notice of 24 months and by the United States Party with an advance written notice of three months.

IN WITNESS WHEREOF, the duly authorized representatives of both governments have signed this Agreement.

DONE at Paris on September 6, 1984 in duplicate in the French and English languages, each text being equally authentic.

For the Government
of the French Republic:

[Signed]¹

For the Government
of the United States of America:

[Signed]²

¹ Signed by Francis Gutmann.

² Signed by Evan Galbraith.