

No. 30856

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**SPAIN  
and  
WESTERN EUROPEAN UNION**

**Agreement regarding the concession of a site situated on the Torrejon Airbase (Madrid) and a building located thereon to be used as the Seat of the Western European Union (WEU) Satellite Centre (with plan). Signed at Paris on 1 December 1992**

*Authentic texts: Spanish, French and English.*

*Registered by Spain on 23 March 1994.*

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**ESPAGNE  
et  
UNION DE L'EUROPE OCCIDENTAL**

**Accord relatif à la concession d'un terrain situé dans la Base aérienne de Torrejon (Madrid) et d'un bâtiment sis dessus destiné à devenir le Siège du Centre satellitaire de l'Union de l'Europe occidentale (UEO) (avec plan). Signé à Paris le 1<sup>er</sup> décembre 1992**

*Textes authentiques : espagnol, français et anglais.*

*Enregistré par l'Espagne le 23 mars 1994.*

AGREEMENT<sup>1</sup> BETWEEN THE KINGDOM OF SPAIN AND WESTERN EUROPEAN UNION (WEU) REGARDING THE CONCESSION OF A SITE SITUATED ON THE TORREJON AIRBASE (MADRID) AND A BUILDING LOCATED THEREON TO BE USED AS THE SEAT OF THE WESTERN EUROPEAN UNION (WEU) SATELLITE CENTRE

The Kingdom of Spain, further to the decision by the Western European Union (WEU) Ministerial Council in Bonn on 18 November 1991 to accept the offer made by the Kingdom of Spain, wishing to collaborate actively in the achievement of Western European Union's objectives and to place at WEU's disposal the necessary resources for the installation of the Satellite Centre whose creation was decided upon by the Western European Union Ministerial Council meeting in Vianden in the Grand Duchy of Luxembourg on 27 June 1991,

grants a concession to Western European Union (WEU), represented by its Secretary-General, Dr W van Eekelen, who accepts the land and building indicated on the attached plan by a shaded rectangle and by the figure 457 in that rectangle, situated at Torrejón (Madrid), in the military zone of the Airbase, on the following conditions:

Article 1

The concession, against consideration, shall be granted with effect from the date on which the present Agreement comes into force, for a term of ten years, renewable by tacit consent.

Article 2

The Kingdom of Spain undertakes to negotiate, in the same spirit of collaboration, any extension of the Centre's operational capacity over and above its initial capacity if that extension calls for a larger area or building.

Article 3

Western European Union (WEU) shall be entitled:

- a) to withdraw from the concession
  1. On expiry of the Centre's experimental phase specified by the Ministerial Council of Western European Union (WEU);
  2. at any other time subsequent to the abovementioned experimental phase in the event of a change in the political or technical circumstances which motivated the decision to set up the Centre.

<sup>1</sup> Came into force provisionally on 1 December 1992, the date of signature, and definitively on 10 January 1994, upon notification by Spain to the Secretary-General of the Western European Union of the completion of the internal formalities, in accordance with article 15.

- b) in the event of assignment of the functions associated with the Satellite Centre or of WEU's incorporation, merger or the delegation of its responsibilities, to transfer the right to the concession to any other international organization taking over its functions in the field of space-based surveillance, on condition that the Kingdom of Spain is a member of that organization and consents thereto.

#### Article 4

Western European Union (WEU) shall pay a rent of 0.1 million Ecus per year, at the official value of the Ecu as at 1 January each year. The rent may be reviewed by common consent, and within the limits of inflation, at the initiative of either party, after the end of the experimental phase or, more generally, in the event of a change to any of the key elements of this agreement.

#### Article 5

The Kingdom of Spain shall, by mutual agreement with the Centre's Management, and at a total price for WEU of 321,000,000 pesetas (three hundred and twenty-one million) payable after acceptance of the refurbished building, ensure:

- the fitting out of the building, as specified in Chapter 3 of the official offer made by the Kingdom of Spain to Western European Union (WEU),
- the supply and installation of the internal security measures described in paragraph 1.8.1 and in Chapter 4 of the said offer,
- the supply and installation of office furniture and equipment as listed in Chapter 1, section 1.8, and
- the supply and installation of communications equipment, to include:
  - a. connection to the public system of a low-speed network for fax machines, telephones and electronic messaging,
  - b. the installation of an internal high-speed network.

#### Article 6

The Kingdom of Spain undertakes to provide a ten-year guarantee for the refurbishment and installation work carried out on the building and a one-year guarantee for the furniture and equipment supplied, with effect from the date of the minute referred to in Article 7. This guarantee will cover faults or imperfections in the work, furniture or equipment but shall exclude maintenance, wear and tear and operating costs.

#### Article 7

Western European Union's entry into possession of the building and the land covered by the concession shall be recorded in a minute, to be drawn up by the competent authorities of the Kingdom of Spain and Western European Union (WEU).

#### Article 8

Western European Union (WEU) undertakes to maintain the building and the land to which it has concession in good order.

WEU and the Spanish authorities concerned shall, before WEU's entry into possession of the building and the land covered by the concession - which is to be recorded in the minute referred to in Article 7 -, agree on appropriate arrangements for paying the running costs (water, electricity, etc.) arising from the Centre's internal use of the common services of the military zone.

The same duties shall be incumbent upon any international organizations to which the concession may be assigned.

#### Article 9

The building and adjoining land shall be used by Western European Union (WEU) for the purpose for which they are initially assigned (for WEU's Satellite Centre). This provision shall not, however, prevent the Organization - by mutual agreement with the Spanish authorities concerned - from allowing the use of offices or rooms by the Governments of member States or by other States, or by international institutions or agencies whose aims are similar to those of Western European Union (WEU).

#### Article 10

Western European Union (WEU) may make such improvements and alterations to the building and installations as it deems necessary to add to their performance or comfort, with the agreement of the competent Spanish authorities when the change or alteration is likely to have any repercussion outside the Centre's building.

#### Article 11

This concession shall be terminated:

- a) if an objection is made to its tacit renewal. Notice of such an objection shall be given by one party to the other at least 24 months before the normal expiry of the ten-year term;
- b) three months after the date on which Western European Union (WEU) has vacated the building for one of the reasons listed in Article 3, without assigning the right to the concession to another international organization.

#### Article 12

If Western European Union (WEU) were to withdraw from the concession (either at the end of the Centre's experimental phase or at a subsequent date), the Kingdom of Spain will regain possession of the building and the land covered by this agreement. In that case, compensation could be agreed by mutual consent between WEU and the Kingdom of Spain, due account having been taken by both parties of the state of the said building and installation. In the event of a dispute as to the amount of the said compensation, Western European Union (WEU) and the Kingdom of Spain shall refer the matter to arbitration in accordance with the procedure laid down in Article 14.

#### Article 13

Although the building and land covered by the present agreement are situated within a military zone, the Kingdom of Spain shall guarantee access to the building to any person authorized by Western European Union (WEU). Special security arrangements shall be agreed for this purpose between the Spanish security officer for the zone and the Centre's Director. These arrangements are designed to ensure that the Spanish authorities concerned have access to the building for security reasons or any other reason that might be agreed between the parties.

#### Article 14

In the event of a dispute as to the interpretation or performance of the present agreement, the Kingdom of Spain and Western European Union (WEU) agree to refer that dispute, unless it has been settled by negotiation or other means of settlement as agreed by the parties, to the decision of a tribunal of three arbitrators, one of whom shall be designated by the Western European Union Secretary-General, the second by the Kingdom of Spain Minister of Foreign Affairs and the third by the former two or, failing agreement, by the President of the International Court of Justice. This tribunal shall reach its decisions by a majority in accordance with the clauses of this Agreement and, additionally, with Spanish law.

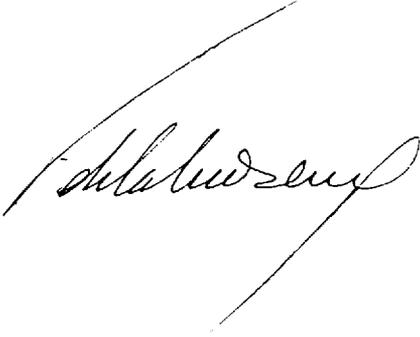
#### Article 15

This agreement shall come into force once the Kingdom of Spain has notified the Secretary-General of Western European Union (WEU) that the internal formalities for concluding the international treaties have been completed.

This agreement shall be applied provisionally with effect from the date of its signature.

Done, at Paris, this first day of December 1992, in three languages, English, French and Spanish, each text being equally authoritative.

For the Kingdom  
of Spain:



FELIPE DE LA MORENA Y CALVET  
Ambassador of Spain  
Permanent Representative of Spain  
and Counsellor to Western  
European Union

For Western  
European Union:



WILLEM VAN EEKELLEN  
Secretary-General  
of Western European Union

