

No. 5284

**UNITED STATES OF AMERICA
and
SPAIN**

**Exchange of notes constituting an agreement relating to a
facility for space vehicle tracking and communications
on the Island of Gran Canaria. Madrid, 11 and 18 March
1960**

Official texts: English and Spanish.

Registered by the United States of America on 4 August 1960.

**ÉTATS-UNIS D'AMÉRIQUE
et
ESPAGNE**

**Échange de notes constituant un accord relatif à la création,
dans l'île de Grande-Canarie, d'une station pour le
repérage des engins spatiaux et les communications
avec ces engins. Madrid, 11 et 18 mars 1960**

Textes officiels anglais et espagnol.

Enregistré par les États-Unis d'Amérique le 4 août 1960.

No. 5284. EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹ BETWEEN THE UNITED STATES OF AMERICA AND SPAIN RELATING TO A FACILITY FOR SPACE VEHICLE TRACKING AND COMMUNICATIONS ON THE ISLAND OF GRAN CANARIA. MADRID, 11 AND 18 MARCH 1960

I

The American Chargé d'Affaires ad interim to the Spanish Minister of Foreign Affairs

No. 1097

Madrid, March 11, 1960

Excellency :

I have the honor to refer to recent discussions between our two Governments concerning a proposal that my Government be authorized by the Government of Spain to establish and operate jointly with the Government of Spain, for scientific non-military purposes, a facility for space vehicle tracking and communications on the Island of Gran Canaria. Such a facility is required by the United States as part of a world-wide tracking range being established by my Government in connection with its manned satellite program, known as Project Mercury, under which the United States plans to place a manned earth satellite into orbital flight and to recover it.

The Government of Spain, desiring to cooperate with the United States in this scientific program, and thereby to contribute to the knowledge of man's spatial environment and its effects, has indicated its agreement to the establishment of a tracking and communications facility on the Island of Gran Canaria. Accordingly, the Government of the United States proposes that this facility be established and operated in accordance with the following general principles and procedures :

1. The Government of Spain will furnish land areas and rights-of-way for use by the National Aeronautics and Space Administration, hereinafter referred to as NASA, in the establishment and operations of the facility to be located at the southern end of the Island of Gran Canaria. The specific site of the facility and quantity of land will be as agreed upon by the authorized representatives of our two Governments. On the part of the United States Government these will be representatives of NASA. On the part of the Government of Spain these will be representatives of the Instituto Nacional de Técnica Aeronáutica, hereinafter referred to as INTA.

2. The Government of the United States for its part will construct the station which is the object of this agreement. All the costs of constructing, installing, equipping and operating the facility will be borne by the Government of the United States including

¹ Came into force on 18 March 1960 by the exchange of the said notes.

the cost of constructing the roads and necessary accesses. The foregoing activities will be carried out observing Spanish legislation applicable to same and in accordance with the provisions of Article 9 relating to the ownership of property.

3. The facility will consist of installations for an S-Band radar, telemetry, a ground-to-air transmitter, and a ground receiver; subject to agreement by representatives of both governments, installations for point-to-point communications to the extent that communications requirements cannot be met by local telephone and telegraph facilities; and necessary supporting buildings and structures for offices, storage, housing, sanitation, and other required purposes. Buildings will generally be of a standard prefabricated type, transportable and removable.

4. Power for the facility will be generated at the site from equipment installed as a part of the facility.

5. Upon the request of the Government of the United States and subject to the Spanish obligations under international conventions, the Government of Spain will authorize the use of radio frequencies required for the purposes of the facility. However, the high frequency channel required for ground-to-air communication with the space vehicle will be determined by the Government of the United States. All radio operations will be conducted so as not to cause interference with Spanish installations.

6. The United States contractor who will be responsible for the construction of the facility has been agreed upon by both Governments. The contractor shall employ, to the maximum extent feasible, available subcontractors and local labor to perform the required work. Optimum possible use will be made of materials and supplies available locally. The Government of Spain will, upon request, assist the contractor in the local procurement of goods, materials, supplies and services required for the construction of the facility.

7. The special electronic equipment, and related equipment, required for the facility will be United States type equipment and will be installed by United States technicians.

8. The Government of Spain will, upon request, take the necessary steps to facilitate the admission into Spain of material, equipment, supplies, goods or other items of property furnished by the Government of the United States for the purposes of the facility. Spanish authorities will be informed in advance through INTA of the contents of such shipments. No tax, duty or charge will be levied or assessed, either by the Government of Spain or by any political subdivisions thereof, on material, equipment, supplies, goods or property brought into or procured in Spain, for use in the operation of the facility on the Island of Gran Canaria.

9. Title to all materials, equipment or other items of movable property used in connection with the facility will remain in the Government of the United States. Title to all other property shall remain in the Government of Spain or other Spanish owners. Material, equipment and property of the Government of the United States at the facility may be removed free of taxes or duties by the Government of the United States at any time.

10. The facility will be operated by NASA, either directly or by contract with a United States firm. To the maximum extent feasible, qualified Spanish personnel will be