

No. 7005

**UNITED KINGDOM OF GREAT BRITAIN
AND NORTHERN IRELAND
and
UNITED STATES OF AMERICA**

**Agreement (with Agreed Minutes) for the establishment in
the Bahama Islands of an Atlantic Undersea Test and
Evaluation Center. Signed at Washington, on 11 Oc-
tober 1963**

Official text: English.

*Registered by the United Kingdom of Great Britain and Northern Ireland on
4 December 1963.*

**ROYAUME-UNI DE GRANDE-BRETAGNE
ET D'IRLANDE DU NORD
et
ÉTATS-UNIS D'AMÉRIQUE**

**Accord (avec procès-verbaux approuvés) relatif à la créa-
tion, dans les îles Bahamas, d'un Centre atlantique
d'essais et recherches sous-marins. Signé à Washington,
le 11 octobre 1963**

Texte officiel anglais.

*Enregistré par le Royaume-Uni de Grande-Bretagne et d'Irlande du Nord le
4 décembre 1963.*

No. 7005. AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND AND THE GOVERNMENT OF THE UNITED STATES OF AMERICA FOR THE ESTABLISHMENT IN THE BAHAMA ISLANDS OF AN ATLANTIC UNDERSEA TEST AND EVALUATION CENTER. SIGNED AT WASHINGTON, ON 11 OCTOBER 1963

The Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the United States of America, with the concurrence of the Government of the Bahama Islands;

Considering that the Government of the United States of America wishes to establish within the territory of the Bahama Islands, including the territorial waters thereof, a center for underwater research, testing and evaluation of anti-submarine weapons, sonar tracking and communications;

Desiring that this Agreement for those purposes shall be fulfilled in a spirit of good neighborliness between the Governments concerned, and that details of its practical application shall be arranged by friendly cooperation;

Have agreed as follows :

Article I

DEFINITIONS

For the purposes of this Agreement the expression :

- (a) " Contractor personnel " means employees of a United States contractor who are not ordinarily resident in the Bahama Islands and who are there solely for the purposes of this Agreement;
- (b) " Dependents " means the spouse and children under 21 years of age of a person in relation to whom it is used; and, if they are dependent upon him for their support, the parents and children over 21 years of age of that person;
- (c) " Members of the United States Forces " means :
 - (i) military members of the United States Forces on active duty;

¹ Came into force on 11 October 1963, upon signature, in accordance with article XXI (1).

- (ii) civilian personnel accompanying the United States Forces and in their employ who are not ordinarily resident in the Bahama Islands and who are there solely for the purposes of this Agreement; and
- (iii) dependents of the persons described in (i) and (ii) above;
- (d) "Military purposes" means :
 - (i) the installation, construction, maintenance and use of military equipment and facilities including facilities for the training, accommodation, hospitalization, recreation, education and welfare of members of the United States Forces; and
 - (ii) all other activities of the United States Government, United States contractors and authorized service organizations carried out for the purposes of this Agreement;
- (e) "Sites" means the Sites provided under Article III of this Agreement so long as they are so provided, and "Site" means any Site so provided;
- (f) "The Center" means the Atlantic Undersea Test and Evaluation Center, established for the purposes stated in the Preamble;
- (g) "United States authorities" means the authority or authorities from time to time authorized or designated by the United States Government for the purpose of exercising the powers in relation to which the expression is used;
- (h) "United States contractor" means any person, body or corporation ordinarily resident in the United States of America that is in the Bahama Islands for the purposes of this Agreement by virtue of a contract with the United States Government, and includes a sub-contractor; and
- (i) "United States Forces" means the land, sea and air armed services of the United States, including the Coast Guard.

Article II

GENERAL DESCRIPTION OF RIGHTS

(1) The United States Government shall have and enjoy, in accordance with the terms and conditions of this Agreement, the rights, power and authority which are necessary for the development, use, operation and protection for military purposes of the Center. The United States Government shall have and enjoy such rights of access, rights of way and easements as may be necessary for these purposes.

(2) The use of radio frequencies, powers and band widths for radio services (including radar) for the purposes of this Agreement shall be subject to the concurrence of the British representative designated for the purpose by the Government of the Bahama Islands.

(3) The Contracting Governments shall, in consultation with the Government of the Bahama Islands, take all reasonable precautions against possible danger and damage resulting from operations under this Agreement.

(4) The rights granted to the United States Government by this Agreement shall not be exercised unreasonably or so as to interfere with or to prejudice the safety of navigation, aviation or communication, and the rights so granted shall be exercised in the spirit of the last paragraph of the Preamble.

(5) The Royal Navy shall have the right to participate in the use of the Center in such manner and to such extent as may be arranged separately between the Royal Navy and the United States Navy.

(6) In exercising its rights under this Agreement, the United States Government shall insure that no nuclear explosions and, except for normal construction, no detonations or explosions exceeding the equivalent of 10 lbs. of T.N.T. shall take place within the territory of the Bahama Islands, including the territorial waters thereof, unless the consent of the Government of the Bahama Islands shall previously have been obtained. The Fisheries Officer of the Government of the Bahama Islands shall have the right to be present at any underwater demolitions or explosions.

(7) Except with the prior approval of the Government of the United Kingdom, which would where appropriate obtain the approval of the Government of the Bahama Islands, the United States Government shall not transfer or assign any rights conferred by or under this Agreement.

Article III

PROVISION OF SITES

(1) The Government of the United Kingdom shall, with the concurrence of the Government of the Bahama Islands, provide to the United States Government so long as this Agreement remains in force such Sites for the purpose of the establishment and operation of the Center as may be agreed between the Contracting Governments to be necessary for that purpose. These Sites, and rights of access, rights of way and easements shall be provided free of rent and all other charges.

(2) Except as otherwise provided in this Agreement, the United States Government shall not permit the Sites to be used in any way whatsoever other than for military purposes without the prior approval of the Government of the United Kingdom.

(3) The United States Government may at any time notify the Government of the United Kingdom that it has vacated and no longer requires a Site or a

specified portion thereof and thereupon such Site or portion thereof shall, for the purposes of this Agreement, cease to be, or to be a portion of, a Site.

(4) Except for the purposes of this Agreement or with the concurrence of the Government of the United Kingdom, the United States Government shall not remove or demolish or otherwise dispose of any permanent construction or installation in a Site. No compensation shall be payable to the United States Government in respect of any such construction or installation. The United States Government shall be entitled to remove free of any restrictions any other construction or installation and other property owned by it from a Site while it is a Site or within a reasonable time thereafter. No compensation shall be payable to the United States in respect of any construction or installation or other property not so removed.

(5) The United States Government shall be under no obligation to restore the Sites to the condition in which they were at any time prior to their ceasing to be Sites or parts of Sites.

(6) All minerals (including oil), antiquities and treasure trove in a Site and all rights relating thereto are reserved to the Government of the Bahama Islands, but any exploitation thereof shall be with the concurrence of the United States Government. Such concurrence shall not be unreasonably withheld.

(7) Access to the Sites shall not be permitted to persons not officially connected with the Center, except with the consent of the representatives designated for that purpose by the Governments of the United Kingdom and the United States respectively.

Article IV

ENTRY AND DEPARTURE OF MEMBERS OF THE UNITED STATES FORCES AND CONTRACTOR PERSONNEL

(1) Members of the United States Forces and contractor personnel who may be brought into the Bahama Islands for the purposes of this Agreement shall be exempt from passport and visa requirements, immigration inspection and any registration or control as aliens. Such persons shall be furnished with appropriate identification cards, specimens of which shall be supplied to the Government of the Bahama Islands.

(2) No military member of the United States Forces shall be discharged in the Bahama Islands without the consent of the Government of the Bahama Islands. The United States Government shall inform the Government of the Bahama Islands of any change in the status of any other members of the United