

No. 7221

**UNITED STATES OF AMERICA
and
MADAGASCAR**

**Exchange of notes constituting an agreement relating to
a space vehicle tracking and communications station
in Madagascar. Tananarive, 7 October 1963**

Official texts : English and French.

Registered by the United States of America on 22 April 1964.

**ÉTATS-UNIS D'AMÉRIQUE
et
MADAGASCAR**

**Échange de notes constituant un accord relatif à la création
à Madagascar d'une station pour le repérage des en-
gins spatiaux et les communications avec ces engins.
Tananarive, 7 octobre 1963**

Textes officiels anglais et français.

Enregistré par les États-Unis d'Amérique le 22 avril 1964.

No. 7221. EXCHANGE OF NOTES
CONSTITUTING AN AGREEMENT¹ BETWEEN THE UNITED STATES OF AMERICA AND THE MALAGASY REPUBLIC RELATING TO A SPACE VEHICLE TRACKING AND COMMUNICATIONS STATION IN MADAGASCAR. TANANARIVE, 7 OCTOBER 1963

Nº 7221. ÉCHANGE DE NOTES
CONSTITUANT UN ACCORD¹
ENTRE LES ÉTATS-UNIS D'AMÉRIQUE ET LA RÉPUBLIQUE MALGACHE RELATIF À LA CRÉATION À MADAGASCAR D'UNE STATION POUR LE REPÉRAGE DES ENGINS SPATIAUX ET LES COMMUNICATIONS AVEC CES ENGINS. TANANARIVE, 7 OCTOBRE 1963

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*The American Ambassador to the Acting
Minister of Foreign Affairs of the
Malagasy Republic*

*L'Ambassadeur des États-Unis d'Amérique
au Ministre des affaires étrangères
par intérim de la République
malgache*

EMBASSY OF THE UNITED STATES OF AMERICA

No. 82

Tananarive, October 7, 1963

Excellency :

I have the honor to refer to discussions between representatives of the Government of the United States of America and of the Government of the Malagasy Republic concerning a proposal that the Government of the United States be authorized to establish and operate a space vehicle tracking and communications station in Madagascar. The object of establishing such a station would be to facilitate the development of experimental space projects of a scientific character; to increase man's knowledge of his spatial environment and its effects; and to aid in the application of this knowledge to the direct benefit of man. It is proposed that the establishment and operation of the station would be carried out in accordance with the following provisions :

(1) The costs of constructing, installing, equipping, and operating the station shall be borne wholly by the Government of the United States.

(2) A. The Government of the Malagasy Republic shall use its best efforts to insure that land areas and rights-of-way required for the station shall be leased to the Government of the United States, which may obtain, in accordance with the law, and with the assistance of the Malagasy Government, the rights-of-way required for access,

¹ Came into force on 7 October 1963 by the exchange of the said notes.

¹ Entré en vigueur le 7 octobre 1963 par l'échange desdites notes.

if necessary. The specific site or sites with their boundaries and ancillary rights required for the station shall be as agreed upon by the authorized representatives of the two governments. On the part of the Government of the United States, these shall be representatives of the National Aeronautics and Space Administration (hereinafter referred to as NASA). On the part of the Government of the Malagasy Republic, these shall be such representatives as the Government of the Malagasy Republic may designate.

(2) B. Rental costs for the rights-of-way required for the station shall be borne by the Government of the United States.

(3) A. The station is intended to include equipment for telemetering, ground-to-spacecraft transmitters, spacecraft-to-ground receivers, and a receiver and transmitter for point-to-point communications. The importation of this equipment, the essential characteristics of which will be specified, shall be subject to the prior agreement of the Malagasy Government. Power for the station may be generated at the site by equipment installed as part of the station. Roads shall be constructed, as necessary, at the expense of the Government of the United States, to connect the station to the local road system.

(3) B. Communications to the station shall, to the maximum extent practicable, utilize existing domestic and international facilities. The Government of the Malagasy Republic authorizes the Government of the United States to operate the station's point-to-point communication to the extent that communication requirements cannot be met by domestic and international facilities. In that event, a lump-sum fee shall be fixed by mutual agreement.

(3) C. Equipment initially installed may be replaced or supplemented by additional equipment, as necessary, for the effective operation of the station, and under the importation conditions provided for in paragraph (3) A.

(4) A. Upon the request of the Government of the United States and subject to regulations of the International Telecommunications Union and applicable international and Malagasy radio regulations, the Government of the Malagasy Republic will authorize the use of the radio frequencies required for the purpose of the station after a study and a recommendation have been made by the Coordinating Committee on Telecommunications in Madagascar.

(4) B. Because an essential characteristic of the station will be its freedom from radio interference, the Government of the Malagasy Republic agrees to take such measures as may be necessary from time to time to maintain this freedom against the operation of radio interference producing devices which, may, if introduced in proximity to the station, interfere with the effective operation of the station. The Government of the Malagasy Republic shall, upon the request of the Government of the United States, investigate any interference at the station and shall take all reasonable steps to eliminate the interference.

(4) C. All telecommunications operations by the station shall be conducted in accordance with applicable provisions of the radio regulations of the ITU and the telecommunications regulations of the Government of the Malagasy Republic so as not to cause interference with other authorized telecommunications services.

(5) Construction required at the station site shall be by a United States contractor who shall, to the maximum extent feasible, employ local subcontractors, if available,