

No. 7427

**UNITED STATES OF AMERICA
and
SPAIN**

**Exchange of notes constituting an agreement relating to
tracking stations. Madrid, 29 January 1964**

Official texts: English and Spanish.

Registered by the United States of America on 30 September 1964.

**ÉTATS-UNIS D'AMÉRIQUE
et
ESPAGNE**

**Échange de notes constituant un accord relatif aux stations
de repérage. Madrid, 29 janvier 1964**

Textes officiels anglais et espagnol.

Enregistré par les États-Unis d'Amérique le 30 septembre 1964.

No. 7427. EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹ BETWEEN THE UNITED STATES OF AMERICA AND SPAIN RELATING TO TRACKING STATIONS. MADRID, 29 JANUARY 1964

I

The American Ambassador to the Spanish Minister of Foreign Affairs

Madrid, January 29, 1964

Excellency :

I have the honor to refer to recent discussions between representatives of our respective Governments concerning a proposal for scientific and technical cooperation between the Government of Spain and the Government of the United States in support of programs for lunar and planetary exploration and for manned and unmanned space flight through the establishment and operation in Spain of a Tracking and Data Acquisition Station ; this station is to be part of a worldwide communications system designed to provide tracking, telemetering and tele-command for these programs.

The Government of Spain, desiring to cooperate with the United States in this program to contribute to the knowledge of man's spatial environment and its effects, has indicated its agreement to the establishment of a tracking and data acquisition station for the purposes described above. Accordingly, the Government of the United States proposes that this station be established and operated in accordance with the following principles and procedures :

1. *Land Required for Station*

The Government of Spain will make available land areas and rights-of-way required for use by the National Aeronautics and Space Administration, hereinafter referred to as NASA, in the establishment and operation of the station, which will be located generally in an area approximately 47 kilometers west of Madrid. The specific site of the station and the amount of land to be made available 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 Aeroespacial, hereinafter referred to as INTA, as the agency representing the Comisión Nacional de Investigación del Espacio.

¹ Came into force on 29 January 1964 by the exchange of the said notes.

2. *Costs*

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 station will be borne by the Government of the United States, including the cost of constructing the roads and necessary accesses. The foregoing activities will be carried out in accordance with the requirements of Spanish legislation, and the provisions of paragraph 11 of this agreement, relating to the ownership of property.

3. *Description of Station*

The station will consist initially of a 26 meter diameter parabolic antenna ; transmitting, receiving, and servo electronics ; recording, data handling, and communication equipment ; and the necessary technical and supporting buildings and structures for offices, storage, housing, sanitation, and other required purposes. It is understood that program requirements are likely to increase as more advanced equipments develop, and that, accordingly, NASA may wish to establish additional facilities within the station area, the geographical limits of which are specified in paragraph 7 (b). NASA will consult with INTA prior to the establishment of any such additional facilities.

4. *Operation of the Station and Use by Spanish Personnel*

a. The station will be operated by NASA, either directly or by contract with a United States firm, or by delegation, in due course, to INTA. From the beginning of the work, NASA or its contractor, in addition to using essential United States technicians and specialists, will progressively engage, to the maximum extent feasible, Spanish technical personnel for the installation, operation, and maintenance of the station. At such time as NASA and INTA jointly determine there are a sufficient number of qualified Spanish technical personnel trained to meet NASA requirements and familiar with the station, NASA may delegate to INTA the responsibility for the station operation and maintenance for the programs covered by the present agreement. NASA and INTA will cooperate closely to ensure full access by INTA to the station with the objective of full exchange of information concerning both the techniques employed and the uses to which the station is being put.

b. The station may be used for independent scientific activities by the Government of Spain, it being understood that such activities would be conducted so as not to conflict with the schedules of operations and maintenance of the station. Any additional costs resulting from such activity will be borne by the Government of Spain.

5. *Communications*

Communications to the station shall, to the maximum extent practicable, utilize domestic and international telecommunication facilities for communications to the United States and to other tracking stations of NASA. Where domestic and international telecommunications facilities are inadequate or not available, the Government of Spain will arrange to construct such telecommunication facilities as are judged by NASA to be necessary, with appropriate costs to be borne by the United States.