

No. 7636

**EUROPEAN SPACE RESEARCH ORGANISATION
and
SWEDEN**

**Agreement concerning the Kiruna launching range (with
annexes). Signed at Paris, on 29 July 1964**

Official texts : French, English and Swedish.

Registered by the European Space Research Organisation on 11 March 1965.

**ORGANISATION EUROPÉENNE DE RECHERCHES
SPATIALES
et
SUÈDE**

**Accord relatif au champ de tir de Kiruna (avec annexes).
Signé à Paris, le 29 juillet 1964**

Textes officiels français, anglais et suédois.

Enregistré par l'Organisation européenne de recherches spatiales le 11 mars 1965.

No. 7636. AGREEMENT¹ BETWEEN THE EUROPEAN SPACE RESEARCH ORGANISATION AND THE KINGDOM OF SWEDEN CONCERNING THE KIRUNA LAUNCHING RANGE. SIGNED AT PARIS, ON 29 JULY 1964

The Kingdom of Sweden of the one part
and

The European Space Research Organisation (hereinafter called "the Organisation") of the other part

Considering paragraph 3 of Article XIV and Article VI (c) of the Convention for the establishment of a European Space Research Organisation² (hereinafter called "the Convention"),

Considering the Protocol of 31 October 1963³ on Privileges and Immunities of the Organisation and any complementary agreement in accordance with Article 30 of that Protocol between the Kingdom of Sweden (hereinafter called "Sweden") and the Organisation,

Desirous to take all necessary measures to ensure the best legal and material conditions in connection with the creation and operation of the launching range of the Organisation in Sweden,

Have agreed as follows :

PART I

SUBJECT OF THE AGREEMENT

Article 1

1. Sweden hereby leases to the Organisation an area to be used by the Organisation for the establishment of a sounding rocket launching base hereinafter referred to as *base area*.

2. The base area is situated in the County of Norrbotten on the southern bank of the Vittangi River downstream from the outflow of Rautujärvi. Its exact position and extent are indicated in Annex I.⁴

3. The lease will be valid for a period of eight years from the date on which this Agreement comes into force. On the expiry of the aforesaid period the lease shall, subject to the provisions of Article 26, be extended automatically by 3 years at a time.

¹ Came into force on 29 July 1964, the date on which the parties communicated to each other their approval of the Agreement by an exchange of letters, in accordance with Part X, Article 24.

² See p. 33 of this volume.

³ According to the information provided by the European Space Research Organisation, this Protocol has not yet entered into force.

⁴ See p. 101 of this volume.

Article 2

1. Sweden will lease to the Organisation outside of the base area sites for the establishment of receiving, transmitting and other stations.

2. The actual number and location of these stations as well as the terms of the lease shall be the subject of separate agreements.

Article 3

1. For the lease periods referred to in paragraph 3 of Article 1, Sweden by this Agreement allows an area, hereinafter referred to as *safety area*, to be used as a range to receive objects launched from the base area; the use of this area shall be free of rent, subject, however, to the payment of compensation for the contingencies mentioned in Part V and to the provisions of paragraph 3 of this Article.

2. The exact position, the extent and the purposes of the safety area and the zones A, B, and C, into which this area will be divided, are indicated in Annex II.¹

3. Zone C may be used as a part of the range only during the period from and including 16 September until and including 30 April.

Article 4

The areas and sites may be used by the Organisation only for furthering its purposes as defined in Article II of the Convention.

PART II

GENERAL CONDITIONS

Article 5

1. Nothing in this Agreement shall affect the right of Sweden to take the precautions necessary for its security. Should Sweden take any precautions of that kind, Sweden shall, as soon as circumstances allow, approach the Organisation in order to determine by mutual agreement the steps necessary to protect the interests of the Organisation.

2. The Organisation shall collaborate with the Swedish authorities to avoid any prejudice to the security of Sweden resulting from the activities of the Organisation.

¹ See p. 103 of this volume.

Article 6

Sweden shall not incur by reason of the activities of the Organisation on its territory any international legal responsibility for acts or omissions of the Organisation or of its agents acting or abstaining from acting within the limits of their functions. If Sweden, however, should incur such responsibility, Sweden shall have the right of recourse to the Organisation.

Article 7

1. Subject to the provisions of the Protocol on Privileges and Immunities of the Organisation and of any complementary agreement in accordance with Article 30 of that Protocol between Sweden and the Organisation, the activities of the Organisation in Sweden shall be governed by Swedish law. Subject to the same reservation Swedish law shall also apply to persons employed in the service of the Organisation.

2. Sweden will ensure within the possibilities of its Constitution that Swedish law is not incompatible with the activities of the Organisation as defined in the Convention and in this Agreement.

PART III

ESTABLISHMENT AND USE OF INSTALLATIONS

Article 8

The Organisation shall have the right to erect in full property and be allowed unrestricted use of, within the base area and on the sites referred to in Article 2, all installations which it considers necessary.

Article 9

The Organisation may use radio installations only in conformity with conditions agreed upon between the Organisation and the competent Swedish authorities.

Article 10

1. During each period of three years not more than an average of 50 sounding rockets per calendar year may be launched, the first period beginning on the date of entry into force of this Agreement.

2. No rocket may be launched during times at which elk hunting is permitted within the safety area, nor during two days before and after such hunting season. The total period during which launchings may be prohibited for this reason shall not amount to more than six days in the year.

3. Furthermore, the reindeer herding population shall during each period from 1 December until and including 30 April have the right as and when the exigencies of reindeer herding make it necessary, to demand that no rocket shall be launched during periods, which taken together, shall not exceed 30 days. The duration of each period shall not exceed ten days. The final decision as to the actual period or periods to be chosen shall rest with the competent Swedish authorities who will notify the Organisation of the beginning and length of the period as far in advance as possible and not later than twenty days in advance.

PART IV

RENT

Article 11

The Organisation shall pay to Sweden annually in arrears the sum of Sw. Cr. 1, being ground rent in respect of the base area.

PART V

COMPENSATION AND INDEMNITIES

Article 12

1. The Organisation shall pay to Sweden not later than six months after the entry into force of this Agreement the sum of Sw. Cr. 2,035,000.

2. The sum mentioned in paragraph 1 of this Article will be used for construction of the forest vehicle road referred to in Article 19, for building reindeer fences and for payments to enable scientific research as to the life and culture of the reindeer herding population, this being a compensation for personal inconvenience and interference with the means of earning a livelihood caused to the reindeer herding population within the safety area.

3. Furthermore, the Organisation shall pay to Sweden for each complete calendar year a sum of Sw. Cr. 80,000. This payment shall be made for the first calendar year not later than two months after the entry into force of this Agreement and thereafter annually on the first of January.

4. The sum mentioned in paragraph 3 of this Article shall represent

- a) a contribution towards the maintenance of the forest vehicle road referred to in Article 19;
- b) compensation for personal inconvenience and interference with the means of earning livelihood caused to individual forest owners within the safety area including interruption of and interference with forestry work as well as hunting and fishing;