

No. 8406

**UNITED STATES OF AMERICA
and
SPAIN**

Exchange of notes constituting an agreement concerning the continued operation and expansion of the tracking station on the Island of Gran Canaria. Washington, 14 April 1966

Official texts: English and Spanish.

Registered by the United States of America on 21 November 1966.

**ÉTATS-UNIS D'AMÉRIQUE
et
ESPAGNE**

Échange de notes constituant un accord relatif au maintien et au développement des opérations de la station de poursuite de l'île de Grande Canarie. Washington, 14 avril 1966

Textes officiels anglais et espagnol.

Enregistré par les États-Unis d'Amérique le 21 novembre 1966.

No. 8406. EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹ BETWEEN THE UNITED STATES OF AMERICA AND SPAIN CONCERNING THE CONTINUED OPERATION AND EXPANSION OF THE TRACKING STATION ON THE ISLAND OF GRAN CANARIA. WASHINGTON, 14 APRIL 1966

I

The Secretary of State to the Spanish Minister of Foreign Affairs

DEPARTMENT OF STATE
WASHINGTON

April 14, 1966

Excellency :

I have the honor to refer to recent discussions between representatives of our two Governments concerning a proposal for scientific and technical cooperation for peaceful purposes between the Government of the United States of America and the Government of Spain in support of programs for lunar and planetary exploration and for manned and unmanned space flight through the continued operation and expansion of the space vehicle tracking and communications station operated by the National Aeronautics and Space Administration (NASA) on the Island of Gran Canaria. This station is to be part of a worldwide communications system designed to provide tracking, telemetering and telecommand for programs of the type described above.

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 continued operation and expansion of the space vehicle tracking and communications station mentioned in the preceding paragraph. Accordingly, the Government of the United States proposes that this station continue to operate and be expanded in accordance with the following principles and procedures :

1. Description and Location of Station

a. The Government of Spain will continue to make available until at least June 30, 1967 the existing land areas and rights-of-way for use by NASA in the continued operation of the station already established at the southern end of the Island of Gran Canaria. Thereafter, NASA will relinquish the use of the land areas on a date to be determined by the Instituto Nacional de Técnica Aeroespacial (INTA). Installations at

¹ Came into force on 14 April 1966 by the exchange of the said notes.

the station include radars, telemetry systems, ground-to-air transmitting and receiving equipment; additional communications equipment to handle communications requirements that cannot be met by local telephone and telegraph facilities; and necessary supporting buildings and structures for offices, storage, housing, sanitation, and other required purposes. Power for these installations is generated at the site from equipment installed as part of the station.

b. The specific location and amount of land needed for expansion of the station 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 INTA as the agency representing the Comisión Nacional de Investigación del Espacio. The land areas required (including rights-of-way and land necessary for the improvement, widening, or realignment of public or private roads, or for the construction of new roads, as needed, to ensure adequate access to the main antenna site) will amount to a total of approximately thirty hectares. Buildings and equipments to be installed within this area are : a main parabolic antenna approximately 10 meters in diameter; transmitting, receiving, and servo electronics; recording, data handling and display, and communications equipment; equipment for solar event observation, including an optical telescope, a solar radio telescope (antenna) approximately three meters in diameter, and associated electronic, recording, and photographic equipment; technical and supporting buildings and structures as necessary for engineering, operations, offices, storage, housing, utilities, and other required purposes; and a collimation tower, with access road and connecting cable rights-of-way to the main antenna site. Installations located in the areas mentioned in paragraph (a) above may be relocated by NASA at any time within these new areas.

c. The precise configurations of the land areas and rights-of-way mentioned in paragraph (b) above will be determined by detailed surveys by NASA in coordination with INTA and in accordance with the minimum needs for these installations. Only within the areas mentioned in paragraphs (a) and (b) above will NASA, subject to agreement with INTA, hereafter perform new work and install new equipment or replace old equipment. It is understood that program requirements are likely to increase as more advance techniques are developed, and that, accordingly, NASA may wish to expand or modify structures or to install additional equipment at the station within the areas mentioned in paragraph (b) above. This additional equipment may include a second parabolic antenna approximately ten meters in diameter, if later required for missions necessitating multiple telecommunications beyond the capacity of the main antenna mentioned in paragraph (b). This additional antenna would not as provided above, require any additional land area.

2. Costs

The Government of the United States for its part will provide the additional installations of 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 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 10 of this agreement, relating to the ownership of property.

3. *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. INTA will be represented at the station by a Spanish Station Director. From the entry into force of this agreement, 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 that there is 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 operation and maintenance of the station 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 activities will be borne by the Government of Spain.

4. *Communications*

Communications to the station shall, to the maximum extent practicable, utilize domestic and international telecommunications 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 telecommunications facilities as are judged by NASA to be necessary, with appropriate costs to be borne by the United States.

5. *Power*

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

6. *Frequency Authorization and Radio Interference*

(a) Upon the request of the Government of the United States and subject to the provisions of the International Telecommunication Union¹ and applicable Radio Regulations,² the Government of Spain will authorize the use of the radio frequencies required for the purposes of the station. It is understood that arrangements in effect for that part of the station presently in operation will be continued insofar as practicable.

b. Because an essential characteristic of the station, as it now exists and as it will be when the planned expansion occurs, will be its freedom from harmful radio interference, the Government of Spain agrees to take whatever measures are practicable to maintain this freedom against the introduction or operation of radio interference-producing devices (such as power lines, industrial facilities, primary highways, aircraft beacons, air-ground communications, etc.) within the vicinity of this sensitive station receiving and, further,

¹ United Kingdom, *Treaty Series*, No. 74 (1961), Cmnd. 1484.

² United States of America: *Treaties and Other International Acts Series* 4893.