

No. 8736

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

**Exchange of notes constituting an agreement concerning the
United States tracking and telemetry facilities in the
Island of Mahe in the Seychelles (with Agreed Minute).
London, 30 December 1966**

Official text: English.

*Registered by the United Kingdom of Great Britain and Northern Ireland on
22 August 1967.*

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

**Échange de notes constituant un accord concernant les
installations américaines de poursuite et de télémessure
dans l'île de Mahé, aux Seychelles (avec procès-verbal
approuvé). Londres, 30 décembre 1966**

Texte officiel anglais.

*Enregistré par le Royaume-Uni de Grande-Bretagne et d'Irlande du Nord le
22 août 1967.*

No. 8736. EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND AND THE GOVERNMENT OF THE UNITED STATES OF AMERICA CONCERNING THE UNITED STATES TRACKING AND TELEMETRY FACILITIES IN THE ISLAND OF MAHE IN THE SEYCHELLES. LONDON, 30 DECEMBER 1966

I

The Ambassador of the United States of America to the Secretary of State for Foreign Affairs

Note No. 27

London, 30 December 1966

Sir,

I have the honor to refer to recent discussions between representatives of the Government of the United States of America and of the Government of the United Kingdom of Great Britain and Northern Ireland concerning a proposal that the United States Government be authorized to establish, operate and maintain, in the island of Mahe, a tracking and telemetry facility for orbital control and data acquisition in connection with various United States space projects, facilities for meteorological and seismological research, and for communications facilities for such projects and research.

The Government of the United Kingdom, desiring to cooperate with the United States Government in these programs, has indicated its willingness to agree, after consultation with the Government of Seychelles, to the request of the United States Government to establish, operate and maintain the said facilities, and its willingness to make such arrangements as are necessary with the Government of Seychelles in connection with the establishment, operation and maintenance of the facilities.

Accordingly, the United States Government proposes that the said facilities shall be established, operated and maintained in accordance with an Agreement in the following terms:

¹ Came into force on 30 December 1966 by the exchange of the said notes.

(1) *Definitions*

For the purpose of this Agreement :

(a) "Contractor personnel" means employees of a United States contractor who are not ordinarily resident in Seychelles 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 ;

(ii) civilian personnel accompanying the United States Forces and in their employ who are not ordinarily resident in Seychelles and who are there solely for the purpose of this Agreement ; and

(iii) dependents of the persons described in (i) and (ii) above ;

(d) "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 ;

(e) "United States contractor" means any person, body or corporation ordinarily resident in the United States of America, that, by virtue of a contract with the United States Government, is in Seychelles for the purposes of this Agreement and includes a sub-contractor ;

(f) "United States Forces" means the land, sea and air armed services of the United States, including the Coast Guard ;

(g) "Sites" means the sites provided under paragraph (3) of this Agreement so long as they are so provided, and "Site" means any site so provided.

(2) *Costs*

The costs of constructing, installing, equipping, operating and maintaining the facilities shall be borne wholly by the United States Government.

(3) *Provision of sites*

(a) The Government of the United Kingdom shall, after consultation with the Government of Seychelles, provide to the United States Government for the purposes of this Agreement such sites and rights of way and easements as may be agreed between the Government of the United Kingdom and the United States Government. The cost of acquisition of private property or rights of way and easements over private property shall be borne by the two last-mentioned Governments in such proportions as are agreed between them. The agreed sites, rights of way and easements shall otherwise be provided to the United States Government free of rent and all other charges.

(b) Access to the sites shall not be permitted to persons not officially connected with the facilities except with the consent of the representatives designated for that purpose by the United States Government and the Government of the United Kingdom.

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

(4) *Installations*

(a) The United States Government shall have the right to establish, operate, maintain, and use an instrumentation and communications system solely for the purposes of this Agreement, including radar, telemetry radio, communication lines, meteorological and seismological equipment, and necessary supporting buildings and structures. Facilities for point-to-point communications shall be installed only to the extent that communications requirements cannot be met when needed by the authorized telecommunications carrier who, for the purposes of this Agreement, shall be Cable and Wireless Limited.

(b) Power for the facilities may, under license from the Seychelles Electricity Department, be generated at the sites if the said Department itself is unable to supply power when needed of the type and quantity required.

(c) The construction and maintenance of any roads needed to connect the sites with the local road system shall be at the expense of the United States Government. With respect to other than the aforementioned connecting roads, the United States Government, through the appropriate USAF representative, shall consult from time to time with the Government of Seychelles for the purpose of determining jointly the extent of any damage to such roads which may have been caused by United States operations, and the repairs which are necessary. The United States Government shall either make those repairs or reimburse their cost to the Government of Seychelles.

(d) The use of radio frequencies, powers, and band widths for radio services (including radar) shall be subject to the prior concurrence of the appropriate British authorities. All radio operations shall comply at all times with the provisions of the International Telecommunication Convention.

(5) *Property*

(a) Subject to sub-paragraph (c) below, the title to any removable property imported or procured in Seychelles by the United States Government or a United States contractor shall remain in the United States Government or the contractor as the case may be. Such property, including official papers, shall be exempt from inspection, search and seizure.

(b) Such property may be freely removed from Seychelles. However, it shall not be disposed of within Seychelles unless either:

- (i) consent has been given in writing by the Government of Seychelles, or
- (ii) an offer consistent with the laws of the United States then in effect has been made to sell the property to the Government of Seychelles, and that Government has not accepted such offer within a period of 120 days after it was made, or such longer period as may be reasonable under the circumstances.

(c) Any such property not removed or disposed of within a reasonable time after the termination of this Agreement shall become the property of the Government of Seychelles.

(6) *Entry and Departure*

(a) Military members of the United States Forces who may be brought into Seychelles 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 United States identification cards, specimens of which shall be supplied to the Government of Seychelles.

(b) Other members of the United States Forces, as well as contractor personnel and their dependents, shall be admitted if in possession of a valid national passport, duly visaed and endorsed. The Government of Seychelles shall take the necessary steps to facilitate the stay of such persons in Seychelles by the issuance of the appropriate permits.

(c) The United States Government shall take such steps as are open to it to ensure the correct behavior of the persons referred to in sub-paragraphs (a) and (b) above and at the request of the Government of Seychelles to remove as soon as possible any such persons whose conduct renders their presence in Seychelles undesirable to its Government.

(7) *Customs Duties and other Taxes on Goods*

(a) No import, excise, consumption or other tax, duty or impost shall be charged on:

(i) material, equipment, supplies or goods for use in the establishment, maintenance, or operation of the facilities which are consigned to or destined for the United States authorities or a United States contractor;

(ii) goods for use or consumption aboard United States public vessels or aircraft;

(iii) goods consigned to the United States authorities or to a United States contractor for the use of or for sale to military members of the United States Forces, or to other members of the United States Forces, or to those contractor personnel and their dependents who are nationals of the United States and are not engaged in any business or occupation in Seychelles;

(iv) the personal belongings or household effects for the personal use of persons referred to in sub-paragraph (iii) above, including motor vehicles, provided that these accompany the owner or are imported either:

(aa) within a period beginning 60 days before and ending 120 days after the owner's arrival; or

(bb) within a period of 6 months immediately following his arrival.

(v) goods for consumption and goods (other than personal belongings and household effects) acquired after first arrival, including gifts, consigned to military members of the United States Forces, or to those other members of the United States Forces who are nationals of the United States and are not engaged in any business or occupation in Seychelles, provided that such goods are:

(aa) of United States origin if the Government of Seychelles so requires, and

(bb) imported for the personal use of the recipient.

(b) No export tax shall be charged on the material, equipment, supplies or goods mentioned in sub-paragraph (a) above in the event of reshipment from Seychelles.