

No. 8767

UNITED KINGDOM OF GREAT BRITAIN
AND NORTHERN IRELAND
and
TRINIDAD AND TOBAGO

Exchange of notes constituting an agreement concerning
the proposed establishment of a station for space
vehicle tracking and communications on Antigua.
Washington, 17 and 23 January 1967

Official text : English.

*Registered by the United Kingdom of Great Britain and Northern Ireland on
21 September 1967.*

ROYAUME-UNI DE GRANDE-BRETAGNE
ET D'IRLANDE DU NORD
et
TRINITÉ-ET-TOBAGO

Échange de notes constituant un accord relatif au projet
de création à Antigua d'une station de poursuite des
engins spatiaux et de communications avec ces engins.
Washington, 17 et 23 janvier 1967

Texte officiel anglais.

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

No. 8767. 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 PROPOSED ESTABLISHMENT OF A STATION FOR SPACE VEHICLE TRACKING AND COMMUNICATIONS ON ANTIGUA. WASHINGTON, 17 AND 23 JANUARY 1967

I

*From the Secretary of State of the United States of America
to Her Majesty's Ambassador at Washington*

DEPARTMENT OF STATE
WASHINGTON

January 17, 1967

Excellency :

I have the honor to refer to recent discussions between the representatives of the Government of the United States of America and the Government of the United Kingdom of Great Britain and Northern Ireland concerning the proposed establishment, operation and maintenance by the Government of the United States of a station for space vehicle tracking and communications on Antigua, British West Indies. Such a station would provide required post-launch, pre-insertion, and earth orbital coverage for Project Apollo, which has as its objective a manned landing on the moon. The station would also, in the event of future requirements, support other space projects of a peaceful and scientific character, manned and unmanned.

The discussions revealed that the Government of the United Kingdom (with the concurrence of the Government of Antigua) desires to cooperate with the Government of the United States in a spirit of good-neighborliness in this endeavor and is willing to agree to the establishment, operation and maintenance of such a station on Antigua.

¹ Came into force on 23 January 1967 by the exchange of the said notes.

Accordingly, I have the honor to propose an Agreement in the following terms for the establishment, operation and maintenance of the said station :

1. DEFINITION

- (a) The term " United States Personnel " means any person who
- (i) is employed by, or under a contract with, the Government of the United States or a United States contractor engaged in works under contracts with that Government, in connection with the establishment, operation and maintenance of the station, and
 - (ii) is not ordinarily resident in Antigua and is there solely for the purposes of this Agreement. The term " United States Personnel " also includes dependants of persons referred to in the preceding sentence.

(b) The term " dependant " means the spouse and children under 21 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 of that person.

(c) The term " United States Contractor " means any person, body or corporation ordinarily resident in the United States of America that is in Antigua for the purposes of this Agreement by virtue of a contract with the Government of the United States or the National Aeronautics and Space Administration (hereinafter referred to as " NASA ") and includes a sub-contractor.

2. LAND REQUIREMENTS

(a) The station will be located at Dow Hill, near Shirley Heights, on the south side of Antigua. The specific site of the station and the amount of land to be made available, together with rights of access, rights of way and easements as may be necessary for this purpose, shall be as agreed between the appropriate representatives of the two Governments. For the Government of the United States the representative shall be NASA. For the Government of the United Kingdom the representative shall be the Administrator of Antigua until the coming into force of the new Antigua constitution, after which the Government of the United Kingdom will be represented by a permanent secretary of the Antigua Civil Service designated by the Premier of Antigua.

(b) Except as provided in sub-paragraph (c) of this paragraph, the land areas, rights of way and easements necessary for the station shall be provided free of rent and all other charges for the duration of this Agreement.

(c) With respect to any privately-owned lands necessary for the station which the Government of Antigua is required to purchase, the conditions of use of such lands shall be as agreed between the appropriate representatives of the two Governments.

(d) The appropriate representatives of the Government of the United States and of the Government of the United Kingdom are authorized to amend from time

to time the arrangements regarding the land areas and rights of access, rights of way and easements.

(e) As deemed necessary by the Government of the United States, roads shall be constructed or improved at the expense of the Government of the United States to provide suitable connections between the station and other facilities on Antigua. Arrangements with respect to the construction or improvement of such roads shall be agreed upon between the appropriate authorities of the Government of the United States and representatives of the Government of the United Kingdom.

3. DESCRIPTION OF STATION

The station shall consist chiefly of and include the following: One 30-foot diameter parabolic antenna; transmitting, receiving and servo electronics; recording, data handling, and communications equipment; a power plant with appropriate switch gear and transformers; one 100-foot guyed collimation tower; and the necessary technical and supporting buildings and structures for offices, storage, sanitation and other required purposes. As program requirements develop, additional equipment or changes to existing equipment, consistent with the terms of this Agreement, may be added at the station.

4. OPERATION OF THE STATION

The station shall be operated by NASA or by United States contractors engaged by NASA. To the maximum extent feasible, qualified local personnel shall be utilized in connection with operation and maintenance of the facility, in addition to essential United States technicians and specialists assigned by NASA or its contractor.

5. CONSTRUCTION

(a) Construction of the station shall be by a United States contractor, who shall, to the maximum extent feasible, employ qualified local sub-contractors and local labor to perform the required work. Materials and supplies available locally shall be used to the maximum extent feasible consistent with station specifications and standards.

(b) The special electronic and related systems designed for the station are United States equipment and shall be installed by United States technicians.

6. COSTS

In addition to any costs stated in this Agreement to be borne by the Government of the United States, the costs of construction, installing, equipping, operating and maintaining the station shall be borne by the Government of the United States.

7. FREQUENCY AUTHORIZATION AND RADIO INTERFERENCE

(a) Upon the request of the Government of the United States and subject to the provisions of the Radio Regulations of the International Telecommunication