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**Spain
and
United States of America**

Scientific Cooperation Agreement between the Kingdom of Spain and the United States of America for the NASA tracking station (with map). Madrid, 28 January 2003

Entry into force: *provisionally on 28 January 2003 and definitively on 17 November 2003 by notification, in accordance with article 13*

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Note: *See also annex A, No. 52550.*

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**Espagne
et
États-Unis d'Amérique**

Accord de coopération scientifique entre le Royaume d'Espagne et les États-Unis d'Amérique relatif à la station de repérage de la NASA (avec carte). Madrid, 28 janvier 2003

Entrée en vigueur : *provisoirement le 28 janvier 2003 et définitivement le 17 novembre 2003 par notification, conformément à l'article 13*

Textes authentiques : *anglais et espagnol*

Enregistrement auprès du Secrétariat des Nations Unies : *Espagne, 24 février 2015*

Note : *Voir aussi annexe A, No. 52550.*

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**SCIENTIFIC COOPERATION AGREEMENT BETWEEN
THE KINGDOM OF SPAIN AND THE UNITED STATES OF AMERICA
FOR THE NASA TRACKING STATION**

The Kingdom of Spain and the United States of America (hereinafter the Parties) wish to continue their cooperation in the utilization of a ground station in Spain for transmission and reception of radio-electric signals in support of space probes, spacecraft, and space science for peaceful ends. For more than 30 years, activities and operations of the tracking station have been coordinated with the Government of Spain pursuant to the terms and conditions contained in an exchange of notes at Madrid, on January 29, 1964, as amended and extended.

Considering that both Governments wish to continue this longstanding cooperation, both Parties agree that this new Agreement shall replace the former in its entirety and it shall enter into force in accordance with the provisions laid out in Article 13 of this Agreement. The following principles and procedures will constitute the terms and conditions under which the tracking station, also called the Madrid Deep Space Communications Complex, hereinafter "station," will continue to be operated in Spain. On matters related to the operation of the station, representatives of the United States will be those designated by the National Aeronautics and Space Administration (hereinafter "NASA") and representatives of the Government of Spain will be those designated by the Instituto Nacional de Técnica Aeroespacial (hereinafter "INTA").

1. Land.

- a) The Government of Spain shall continue to provide to NASA the land and rights-of-way currently available within the Robledo de Chavela and Navas del Rey townships for the continued utilization of the existing facilities and equipment. This location is in an area approximately 47 kilometers west of Madrid. A map illustrating the area of the facilities is included as an annex to this Agreement.

- b) The Government of Spain will, at the request of the Government of the United States, provide the necessary land for use in any possible future enlargement of the above station. Additions to the currently established station areas, and the amount of land needed, will be as agreed upon by the authorized representatives of both Governments. Any enlargement or major modification of the facilities, buildings or equipment, the widening or rerouting of access roads, etc., will be carried out after prior agreement between the authorized representatives of both Governments.

2. Costs.

The Government of the United States for its part may undertake construction of additional facilities required to meet the objectives 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 costs of constructing the necessary roads and accesses. The foregoing activities will be carried out in accordance with the requirements of Spanish legislation, and the provisions of Article 11 of this Agreement, relating to property rights.

3. Description of the Station.

As anticipated in the notes exchanged by the Governments in 1964 and as subsequently amended and extended, the station has been established and now consists of one 70-meter diameter antenna, three 34-meter antennas, one 26-meter antenna; and one 11-meter antenna. The station also contains the corresponding transmitting, receiving, antenna controlling, recording, data processing and communications equipment; the necessary technical and supporting buildings and structures for offices, storage, housing, sanitation, engineering, operation, security, utilities and other required purposes; water wells and roads; and collimation towers, with rights-of-way as necessary for their use. The precise configuration of the area of the station and its rights-of-way has been determined in detailed surveys in coordination with INTA and in accordance with the minimum needs for the facility. An additional 34-meter antenna is under construction at the station. Additional antennas may be installed in the future.

It is understood that program requirements may change as more advanced equipment and systems are developed, and that, accordingly, NASA may wish to establish additional capabilities and facilities within the station area. NASA will consult with INTA prior to the establishment of any such additional facilities. Any establishment of new facilities expected to be outside the current boundaries of the station area will require the approval of the Government of Spain. The antenna under construction is located on land obtained by the Government of Spain in 1990 for this purpose. The land has been included in the map described in Article 1.a of this Agreement.

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

- a) The Government of the United States delegates to the Government of Spain the operational responsibility for the station. This delegation of responsibility will be detailed in a contract between the cooperating agencies: NASA for the Government of the United States and INTA for the Government of Spain. INTA will designate a representative in charge of managing said contract and, subject to agreement with NASA, a Spanish Station Director who will be responsible for station activities.
- b) The station may be used for independent scientific activities sponsored by the Government of Spain, with the understanding that such activities will be conducted so as not to interfere with the operation and maintenance program of the station. Any additional costs resulting from such activity will be borne by the Government of Spain, unless otherwise agreed to by both Parties.
- c) The Government of Spain may request delays in the removal of station equipment, as permitted by operational considerations of the Government of the United States, so as to avoid disturbing the scientific activities that might be taking place at the station, in accordance with paragraph b of this Article.

5. Communications.

The station will, to the maximum extent possible, utilize domestic and international telecommunication facilities for communications to the United States and to other tracking stations.

6. Power.

Power for the station may be generated on the site by means of equipment installed as part of the station or as otherwise agreed by the Parties.

7. Frequency Use Authorization and Protection from Radioelectric Interference.

- a) At the request of the Government of the United States and subject to provisions of the International Telecommunication Union, the Radiocommunication Regulation, and applicable Spanish legislation and regulations regarding the use of the radioelectric spectrum, the Government of Spain will authorize the use of the radio frequencies required for the purposes of the station, corresponding to the following radiocommunications services: space research, space operations, satellite exploration of earth and radioastronomy.
- b) Because an essential characteristic of the site is its protection against harmful radio interference, the Government of Spain agrees to continue to take such measures as are practical to maintain this protection. The foregoing includes avoiding the introduction or operation of radioelectric interference-producing devices (such as power lines, industrial facilities, main highways, aircraft beacons, air-ground communications, etc.) within the vicinity of this highly sensitive radio receiving station. In the event it becomes necessary to introduce such devices into the area, the Government of Spain agrees to take all precautionary measures possible to minimize or eliminate any harmful interference.