

UNITED STATES
OF AMERICA



Treaty Series No. 44 (1967)

Exchange of Notes

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, 17/23 January 1967

[The Agreement entered into force on 23 January 1967]

*Presented to Parliament by the Secretary of State for Foreign Affairs
by Command of Her Majesty
June 1967*

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**EXCHANGE OF NOTES
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**

No. 1

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

*Department of State,
Washington.*

Excellency:

January 17, 1967.

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.

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 Union, the Government of the United Kingdom shall authorize the use of the radio frequencies for the purposes of the station.

(b) Because an essential characteristic of the site to be selected for the station will be its freedom from harmful radio interference, the Government of the United Kingdom shall, insofar as practicable, take such measures 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) within the vicinity of this sensitive radio receiving station and further, in the event it becomes necessary to introduce such devices into the area, the Government of the United Kingdom shall take all precautionary measures possible to minimize or eliminate any harmful interference. The Government of the United Kingdom shall, upon the request of the Government of the United States, investigate any interference to radio reception at the station which may be due to electrical apparatus and shall take all reasonable steps to secure the cessation of the interference.

(c) All telecommunications operations by the station shall be conducted in accordance with applicable provisions of the Radio Regulations of the International Telecommunication Union and telecommunications regulations of the Government of the United Kingdom so as not to cause interference with other authorized telecommunications services.

8. *Entry and Departure of United States Personnel*

The Government of the United Kingdom shall, upon request, take the necessary steps to facilitate the admission into, and departure from, Antigua of such United States personnel as may be assigned to or as may visit Antigua for the purposes of this Agreement.

9. *Importation and Exportation of Materials, Equipment, Supplies, Goods and Other Property*

(a) The Government of the United Kingdom shall, upon request, take the necessary steps to facilitate the admission into Antigua of materials, equipment, supplies, goods or other property of the Government of the United States, or of United States contractors, for purposes of this Agreement.

(b) The Government of the United States shall retain title and ownership to all materials, equipment, supplies, goods or other property used in connection with the station and shall be entitled to remove the same free of any restrictions at any time.

10. *Fiscal Exemptions*

(a) No taxes or duties of customs shall be imposed upon the importation or exportation of:

(i) materials and equipment imported by or for the use of the Government of the United States and United States contractors for the purposes of this Agreement and, if required, certified as such on behalf of the Government of the United States;

(ii) the personal effects and household goods, including privately-owned automobiles, imported by United States personnel on first arrival in Antigua or within six months thereafter and related thereto.

(b) No excise, consumption or other duty shall be levied or charged on any goods or materials purchased locally by or for the use of the Government of the United States for the purposes of this Agreement.

(c) Where the legal incidence of any form of taxation in Antigua depends on residence or domicile, periods during which the United States personnel are in Antigua solely by reason of this Agreement shall not be considered as periods of residence (or as creating a change of residence or domicile) for the purposes of such taxation. United States personnel shall be exempt from taxation in Antigua on the salary and emoluments received by them as such, on any tangible movable property within the station and on the ownership of such property outside the station in Antigua solely by reason of this Agreement.

(d) Nothing in this paragraph shall prevent taxation of United States personnel and United States contractors with respect to any profitable enterprise other than their employment as such in which they may engage in Antigua; and, except as regards salary and emoluments and the tangible movable property referred to in the preceding sub-paragraph, nothing in this paragraph shall prevent taxation to which, even if regarded as resident or domiciled outside Antigua, such persons are liable under the law of Antigua.

(e) Vehicles of the Government of the United States shall be exempted from all fees, taxes and other charges. A list of all such vehicles and their registration numbers shall be furnished to the Government of Antigua. Privately owned automobiles imported by United States personnel (excluding personnel employed by a United States contractor and their dependants) which qualify for exemption under paragraph (a) (ii) above shall also be exempt from Motor Vehicles Tax, or any other tax, duty or charge of a similar nature.

(f) The appropriate authorities of the Government of the United States and the Government of Antigua shall collaborate in measures to be taken to prevent abuse of the privileges granted under this paragraph.

11. *Civil Claims*

(a) Claims for damage to property or injury to persons arising from acts or omissions of United States personnel, who are employed by or directly connected with NASA, will be considered and settled in accordance with the provisions of Section 203 (b) (13) of the United States National Aeronautics and Space Act (42 U.S.C. section 2473), and as it may be amended.

(b) The Government of the United States may also settle other claims against the United States arising from acts or omissions connected with the station in accordance with applicable provisions of United States law.

12. *Public Services and Facilities*

(a) NASA and its contractors and United States personnel may use the public services and facilities belonging to or controlled or regulated by the Government of the United Kingdom or the Government of Antigua. The terms of use, including charges, shall be no less favorable than those available to other users unless otherwise agreed. No landing charges shall, however, be payable by the United States Government by reason of the use by aircraft, owned or operated by or on behalf of the Government of the United States, of any airport in Antigua. There shall be such contribution by the Government of the United States to the maintenance and operating costs of any airport as may be fair and reasonable, having regard to the use made of it by such aircraft. The amount of such contribution shall be subject to agreement between the appropriate authorities of the Government of the United States and the Government of Antigua.

(b) United States Government vessels using port facilities in Antigua shall not be subject to any toll charges, including lights and harbor dues (except insofar as such charges or dues represent payment for services rendered), nor shall such vessels be subject to compulsory pilotage.

(c) Lights and other aids to navigation of vessels and aircraft placed or established in the station and its vicinity and territorial waters adjacent thereto by the Government of the United States shall conform to the system in use in Antigua. The position and characteristics of any such lights or other aids and any alterations thereof shall be determined in consultation with the appropriate authority of Antigua.

13. *Use of Currency*

(a) The Government of the United States shall collaborate with the Government of Antigua in ensuring compliance with any foreign exchange law in force in Antigua. The Government of the United States and United States contractors may possess and use United States currency for official purposes, including the payment of personnel, and may purchase and use local currency.

(b) United States personnel may use for internal transactions and export United States currency received from the Government of the United States or United States contractors.

(c) The appropriate authorities shall collaborate in the establishment of facilities to permit the purchase of local currency with United States currency and to prevent unauthorized transactions in either currency.

14. *Driving Permits*

(a) The Government of Antigua shall honor, without driving test or fee, driving permits issued by the United States or a subdivision thereof to United States contractors and to United States personnel, or issue its own driving permits, without test or fee, to such persons who hold such United States permits. United States contractors and United States personnel who do not hold such valid United States driving permits shall be required to obtain licenses in accordance with the law in force in Antigua.

(b) The United States authorities in collaboration with the authorities of Antigua shall issue appropriate instructions to United States contractors and to United States personnel, fully informing them of the traffic laws in force in Antigua and requiring strict compliance therewith.

15. *Use of Other United States Facilities in Antigua*

(a) *United States Defense Facilities.* NASA and United States contractors engaged by NASA may at any time utilize the logistic support services and other assistance available from United States facilities in Antigua established pursuant to the provisions of the Agreement between the Government of the United States of America and the Government of the Federation of The West Indies concerning United States Defense Areas in the Federation of The West Indies, signed at Port of Spain on February 10, 1961⁽¹⁾. The provisions of that Agreement shall govern any such services and assistance rendered.

(b) *Post Office and Commissariat Facilities.* NASA and United States contractors engaged by NASA and United States personnel shall have the right of access to and use of the facilities established by the United States military authorities in Antigua pursuant to Articles XIII and XIV of the aforementioned Agreement of February 10, 1961.

16. *Appropriation of Funds*

To the extent that the carrying out of any provisions of this Agreement will depend on funds appropriated by the Congress of the United States, it shall be subject to the availability of such funds.

(1) Cmnd. 1369.

17. *Supplementary Arrangements*

The appropriate authorities of the Government of the United States and the Government of Antigua are authorized to make supplementary arrangements for the implementation of this Agreement in accordance with its purposes.

18. *Discontinuance of Use of Station*

Notwithstanding the provisions of paragraph 19, should changed conditions alter the requirements of the Government of the United States for the station, the Government of the United States shall have the right to discontinue use of the station after suitable advance notice to the Government of the United Kingdom.

19. *Duration*

This Agreement shall enter into force as provided below and shall remain in force initially until December 31, 1974. At any time after June 30, 1974, either Government may give written notice to the other of its intention to terminate the Agreement and the Agreement shall terminate six months after the date of such written notice.

If the foregoing proposals are acceptable to the Government of the United Kingdom of Great Britain and Northern Ireland, I have the honor to suggest that this note and your note in reply to that effect shall constitute an Agreement between our two Governments regarding this matter which shall enter into force on the date of your reply.

Accept, Excellency, the renewed assurances of my highest consideration.

For the Secretary of State:

LINCOLN GORDON.

No. 2

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

No. 17

*British Embassy,
Washington, D.C.*

Sir,

23 January, 1967.

I have the honour to acknowledge the receipt of your Note of the 17th of January, 1967, which reads as follows:

[As in No. 1]

2. I have the honour to inform Your Excellency that the foregoing proposals are acceptable to the Government of the United Kingdom of Great Britain and Northern Ireland, who therefore agree that your Note, together with this reply, shall constitute an Agreement between the two Governments which shall enter into force on this day's date.

I avail myself of this opportunity to renew to you Sir, the assurance of my highest consideration.

PATRICK DEAN.

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