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SPACE



Treaty Series No. 18 (1976)

Agreement

between Sweden, other Member States of the European
Space Research Organisation and the European Space
Research Organisation

on a Special Project concerning the
Launching of Sounding Rockets

Neuilly-sur-Seine, 20 December 1971–31 January 1972

[The Agreement entered into force on 26 January 1973]

*Presented to Parliament
by the Secretary of State for Foreign and Commonwealth Affairs
by Command of Her Majesty
March 1976*

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**AGREEMENT
BETWEEN SWEDEN, OTHER MEMBER STATES OF THE
EUROPEAN SPACE RESEARCH ORGANISATION AND THE
EUROPEAN SPACE RESEARCH ORGANISATION ON A
SPECIAL PROJECT CONCERNING THE LAUNCHING OF
SOUNDING ROCKETS**

The Governments of the Federal Republic of Germany, the Kingdom of Belgium, the French Republic, the Kingdom of the Netherlands, the United Kingdom of Great Britain and Northern Ireland, the Swiss Confederation (hereinafter referred to as "the Participants"),

the Government of the Kingdom of Sweden (hereinafter referred to as "Sweden")

and

the European Space Research Organisation (hereinafter referred to as "the Organisation"),

Considering the decision taken by the Organisation's Council at its session of 20 December 1971 (ESRO/C/XLIII/Res.3 [Final]) that activities at the Kiruna launching range (ESRANGE) will no longer be conducted as a programme of the Organisation, and that ownership of the range will be transferred to Sweden;

Considering the Protocol between the Kingdom of Sweden and the European Space Research Organisation concerning the cessation of the Organisation's activities at the Kiruna launching range;

Considering Sweden's proposal to member States of the Organisation to make available ESRANGE as well as the facilities of the Andøya rocket range, the latter under the terms of an arrangement entered into by Sweden and The Royal Norwegian Council for Scientific and Industrial Research (hereinafter referred to as the "NTNF") for this purpose;

Considering that the Participants have expressed an interest in continuing to use these launching ranges within the framework of their sounding-rocket programmes devoted to scientific experiments for peaceful purposes;

Considering the need to coordinate and harmonise, at European level, the use of these launching ranges;

Considering the need to define on the one hand the rights and obligations that exist among the Participants, and on the other hand those existing between the Participants, Sweden and the Organisation;

Having regard to the declaration made on 20 December 1971 by Sweden's representative on the Council of the Organisation;

Having regard to the declaration made on 20 December 1971 by the representatives of the above-named Participants on the Council of the Organisation;

Having regard to the Resolution of 20 December 1971 concerning the acceptance of the request for execution of this programme within the framework of the Organisation, adopted by the Council of the Organisation under Article VIII of the Convention;⁽¹⁾

Have agreed as follows:

ARTICLE 1

1. Sweden undertakes to keep a Sounding Rocket range at Kiruna operational for a period of five years reckoned from 1 July 1972. This range will still be called ESRANGE. The facilities at ESRANGE and the services that will be made available there are described in Annex I to this Agreement.

2. To this end Sweden will invest up to 400 000 AU in the range.

3. In addition, and on the basis of an agreement between Sweden and NTNF, the Andøya (Norway) rocket range also will be kept operational for the same period. The facilities of the Andøya rocket range and the services that will be made available there are described in Annex II to this Agreement.

ARTICLE 2

1. ESRANGE and the Andøya rocket launching range will be available for launchings of sounding rockets of the Participants and of Sweden.

2. Sweden and NTNF are entitled to make ESRANGE and the Andøya rocket range available for launchings demanded by other states and organisations.

3. ESRANGE and the Andøya launching range may under this Agreement only be used for the purpose of promoting collaboration among European States in space research and space technology, exclusively for peaceful purposes.

ARTICLE 3

Each Participant and Sweden shall be entitled to a specified number of operational weeks in proportion to their contributions to this special project, as set out in Annex III. These weeks may be distributed between the two ranges according to the needs of the Participants and Sweden. The total number of operational weeks to be distributed among the Participants and Sweden is 40 per year.

ARTICLE 4

ESRANGE and the Andøya launching range will be managed exclusively by the competent Swedish and Norwegian authorities respectively. Safety regulations will be decided by these authorities after due consultations with the Participants.

⁽¹⁾ The Convention for the Establishment of a European Space Research Organisation is published in Treaty Series No. 56 (1964) Cmnd. 2489.

ARTICLE 5

1. During the period laid down in Article 1 of this Agreement the Participants shall contribute towards basic maintenance costs of ESRANGE and the Andøya rocket range. The total of these contributions shall amount to a fixed annual sum of 830 000 AU (at 1971 prices). The scale of contributions to these basic costs plus the costs referred in Article 6.4 shall be as set out in Annex III. Furthermore, Sweden will contribute to the basic maintenance costs according to the provisions of Annex III.

2. In addition to their contributions to the basic maintenance costs, referred to in paragraph 1 of this Article, the Participants will be charged 5 000 AU per operational week actually used within their quota of the 40 weeks mentioned in Article 3. The services covered by this operational fee are set out in Annexes I and II.

ARTICLE 6

1. There shall be set up a Programme Advisory Committee, consisting of one representative of each Participant, one representative of Sweden and one of NTNF. A representative of the Director General may attend the meetings of the Programme Advisory Committee.

2. The Advisory Committee's task will be to examine and to give advice to the Swedish and Norwegian authorities, with regard to:

- (a) the annual plan of launching campaigns and associated questions of priorities;
- (b) the guidelines for the procedure to be followed in respect of requests for the use of the rocket ranges and the application of the charging formula;
- (c) the charge for operational weeks that any Participant may request outside its annual quota;
- (d) plans for technical improvements at the two ranges;
- (e) application of changes in price levels;
- (f) any questions concerning the harmonisation of the sounding rocket programmes that may be submitted to it;
- (g) the tasks for the Programme Advisory Committee's Secretariat.

Furthermore, the Programme Advisory Committee shall each year be supplied with a summary of the running costs for both ranges.

3. The Committee shall have a Secretariat located at the Organisation's Headquarters. It will consist of up to two staff members of the Organisation.

4. The costs for the running of the Programme Advisory Committee and its Secretariat will be reimbursed to the Organisation by the Participants together with their contributions to the basic maintenance costs as set out in Annex III.

ARTICLE 7

Within the framework of its mission of coordinating national programmes, the Organisation shall assist the Participants and Sweden in the execution of the special project, and shall in particular provide, if requested:

- (a) general scientific advice on the objectives of the special project, on the basis of its previous experience;
- (b) administrative services and supplies, as well as legal and other advice.

ARTICLE 8

1. A Participant concerned shall indemnify Sweden in respect of any liability the latter may incur should its international responsibility be involved as a result of the execution of its sounding rocket campaign under the terms of this Agreement.

2. To cover the civil liability of the Participants in respect of any injury or damage resulting from the launching of sounding rockets or from such transport or storage, which are carried out for the launchings, the Participants shall have an insurance policy.

The insurance shall be taken out with an insurance company which has been licensed under Swedish law. The terms of the insurance contract shall be determined after consultation with the competent Swedish authorities. The insurance contract shall provide for the right of any person suffering injury or damage, for which the Participant is liable, to bring an action for compensation directly against the insurer.

Sweden will, if so requested, take out an appropriate insurance policy on behalf of the Participants, it being understood that the Participants will reimburse Sweden for the premiums. The Organisation shall assist Sweden with regard to taking out such policies and give legal advice in order to ascertain that the provisions of this paragraph are fulfilled in cases when Sweden is not requested to take out the appropriate insurance policy.

ARTICLE 9

Scientific results achieved from launching operations executed under this Agreement shall be published or otherwise be made available.

ARTICLE 10

This Agreement shall remain in force for a period of five years. It may be extended by agreement between the parties.

ARTICLE 11

1. Any dispute which arises between two or more of the Participants, or between any of them, Sweden, and/or the Organisation, concerning the interpretation or application of this Agreement, and which cannot be settled amicably, shall be submitted, at the request of any party to the dispute,

to a single arbitrator appointed by the President of the International Court of Justice. The arbitrator may not be a national of a State which is a party to the dispute.

2. Those parties to the Agreement which are not parties to the dispute shall have the right to join in the proceedings and the arbitrator's decision shall be binding on all the Participants, Sweden and the Organisation, whether or not they have joined in the proceedings.

ARTICLE 12

1. This Agreement shall be open for signature by the Participants, Sweden and the Organisation until 31st January 1972.

2. They shall become parties to this Agreement:

upon signature not subject to ratification or approval;

upon depositing an instrument of ratification or approval with the Government of France, if the Agreement was signed subject to ratification or approval.

3. This Agreement shall come into force when it has been signed by the Organisation and Sweden and when the aggregate contributions payable—on the basis of the scale set out in Annex III—by the States that have become parties to the Agreement in accordance with the terms of paragraph 2 of this Article amount to 90% of the total contributions payable on the part of the Participants, it being understood that the Participants and Sweden would consult amongst themselves with a view to making good any ultimate shortfall.⁽²⁾

4. For the purposes of paragraph 3 of this Article, the deposit of a declaration of intention to apply the Agreement provisionally and to seek ratification or approval as soon as possible shall be considered as the deposit of an instrument of ratification or approval.

5. The Government of any Member State of the Organisation which has not signed the Agreement by 31st January 1972 may become party to it as soon as it comes into force provided that:

(a) the other Governments party to the Agreement agree;

(b) the Government in question deposits an instrument of accession with the Government of France.

ARTICLE 13

Annexes I, II and III to this Agreement form an integral part thereof.

ARTICLE 14

1. This Agreement may be amended at the request of one or more of the Participants or of Sweden. Similarly, the Organisation has the right to initiate amendments of provisions creating rights and obligations in its respect. Any amendments shall come into force when all parties concerned have notified their approval to the depositary Government.

⁽²⁾ The Agreement entered into force on 26 January 1973

2. The Annexes to the Agreement may be revised by a unanimous decision of the Participants and Sweden, after consultation with the Organisation.

ARTICLE 15

Upon entry into force of the Agreement, the Government of France shall register it with the Secretariat of the United Nations, in accordance with Article 102 of the United Nations Charter⁽³⁾.

ARTICLE 16

The Government of France shall be the depositary of this Agreement and shall notify the Governments of the Member States of the Organisation of all signatures, ratifications and accessions, and of the date of entry into force of the Agreement and any amendments thereto.

IN WITNESS WHEREOF the undersigned Representatives, having been duly authorised thereto, have signed this Arrangement.

DONE in Neuilly-sur-Seine, this twentieth day of December nineteen hundred and seventy-one, in the English and French languages,⁽⁴⁾ both texts being equally authoritative, in a single copy, which shall be deposited in the archives of the Government of the French Republic, which shall transmit certified copies to each of the Governments and to the Organisation.

[For signatures, ratifications and approval see page 12]

⁽³⁾ Treaty Series No. 67 (1946), Cmd. 7015.

⁽⁴⁾ After the Agreement has been registered with the United Nations, a text in the French language will appear in the United Nations Treaty Series, available through Agency Section, Her Majesty's Stationery Office, PO Box 569, London SE1 9NY—Tel. 01-928 6977 ext. 410.

ANNEX I.

DESCRIPTION OF SERVICES OFFERED AT ESRANGE

1. Services covered by the Operational Fee

- (a) Planning, coordination and operations;
- (b) Timing, internal communications (including the user's own installations) and range cabling;
- (c) Range safety, including press and radio announcements;
- (d) Wind measurements and calculations of launcher settings;
- (e) The support of two complete TM stations (fully manned);
- (f) The support of the following scientific equipment:
 - magnetometers
 - riometers
 - all-sky camera and recordings
 - photometers
 - ionosonde;
- (g) The support of the following tracking facilities:
 - total power interferometer
 - slant range equipment
 - microphone-system for impact determination
 - real time trajectory estimation (± 1 km)
 - computerised trajectory estimations (± 100 m or better);
- (h) Recording, digitalisation and editing of TM data (one tape and max 500 m recording paper per flight);
- (i) The use of the following launch facilities:
 - one remote controlled Skylark launcher
 - two remote controlled Centaure launchers
 - two remote controlled Nike launchers
 - one launch team (about three persons);
- (j) The use of areas required for rocket and payload preparation work;
- (k) Removal of snow from roads and launch pads;
- (l) Insurance to cover the user's equipment, limiting sum yet to be decided;
- (m) Canteen service and the use of some kitchen facilities;

2. Services available on a Cost Reimbursement Basis

Services not specified in the list above can be supplied on a cost reimbursement basis. Some examples are listed below:

- (a) Transportation of the user's equipment to ESRANGE;
- (b) Operation of facilities outside the base area;
- (c) Operation of the ESRANGE radar (if possible);
- (d) Recovery operations;

- (e) Supply of consumable goods;
- (f) Long distance telephone calls and telex;
- (g) Accommodation at the range (in limited numbers);
- (h) Insurance of user's explosives (compulsory cost);
- (i) Construction work for user's installations inside or outside the base area;
- (j) Rent of cars.

ANNEX II

DESCRIPTION OF SERVICES OFFERED AT THE ANDØYA ROCKET RANGE

1. Services covered by the Operational Fee

- (a) Planning, coordination and operations;
- (b) Timing, internal communications and range cabling;
- (c) Range safety, including Press and radio announcements;
- (d) Wind measurements and calculations of launcher settings;
- (e) Minor modifications to present installations at the range;
- (f) The support of two TM-stations;
- (g) The support of the following tracking facilities :
 - slant range equipment
 - computerised trajectory estimations;
- (h) The support of the following scientific equipment :
 - magnetometer
 - riometer
 - four channel photometer
 - ionosonde and auroral all-sky camera recordings (from Tromsø);
- (i) Recording and editing of TM-data including :
 - the original flight tape and one additional copy
 - max 10 rolls of Kodak paper with playback recordings for each flight;
- (j) Copy of preliminary launching reports to the user's organisation and to each experimenter;
- (k) The use of the following launch facilities :
 - two zero-length Nike launchers
 - one rail launcher for Sidewinder and Sparrow/Arcas
 - one launch pad for installation of Centaure/Dragon launcher
 - one launch pad for installation of M.A.N. universal launcher
 - one launch team (about three persons);
- (l) The use of areas required for rocket and payload preparation work;
- (m) Removal of snow from roads and launch pads;

- (n) Insurances to cover the user's equipment and facilities while at the range against fire (limited to 580 000 AU) and theft (limited to 290 000 AU);
- (o) The use of kitchen facilities and common living rooms;
- (p) Regular bus transportation between Andenes and the range.

2. Services available on a Cost Reimbursement Basis

Services not specified in the list above can be supplied on a cost reimbursement basis. Some examples are listed below:

- (a) Custom clearance;
- (b) Transportation of equipment from Fauske/Risøyhamn/Andøya Airport to the range;
- (c) The support of all installations outside the base area;
- (d) Power to external stations;
- (e) Special technical assistance;
- (f) Supply of consumable items;
- (g) Long distance telephone calls and telex;
- (h) Accommodation at the range (in limited numbers);
- (i) Rent of cars.

ANNEX III

I. Operational Provisions

1. The range services as described in Annexes I and II will be supplied to the users on a 24-hour operational basis. Nevertheless, as no alternate personnel will be at a user's disposal, some limitations may need to be taken into account when extensive operations are requested.

2. The number of operational weeks per year to which the Participants and Sweden are entitled, in proportion to their contributions to the basic maintenance cost referred to under II below, are distributed among them as follows:

(a) Federal Republic of Germany	...	...	...	12 weeks
(b) United Kingdom	...	...	...	12 weeks
(c) France	...	...	...	3 weeks
(d) Sweden	...	...	...	9 weeks
(e) Netherlands	...	...	...	2 weeks
(f) Belgium	...	...	...	1 week
(g) Switzerland	...	...	...	1 week

3. The Participants and Sweden are free to use up to 50 per cent, or at least two weeks, of their annual quota of operational weeks on a second priority basis during the preceding or the following year. If a Participant or Sweden requests additional weeks to the number to which it is entitled under the provisions of 2 above or in accordance with the above transfer rule, a particular charge will be negotiated on a not-for-profit basis. Such additional weeks will be on a second priority basis as well.

4. The operational costs mentioned in Article 5.2 of the Agreement shall be paid for each operational week actually used at ESRANGE or at the Andøya rocket range. For the purpose of definition of a campaign the following shall apply:

The first operational day is defined as the day when the user starts to draw on any of the main range facilities such as rocket and payload preparation areas and TM-stations, or when the user requests assistance from range personnel. The last operational day is defined as the day when the user has packed and removed his equipment to such an extent that he no longer draws on the main range facilities or needs any assistance from range personnel.

The Head of the range in question and the user's campaign director will in common establish the dates which shall be regarded as the first and last operational day.

5. NTNf is free to use the Andøya rocket range on a priority basis equal to the Participants and Sweden.

6. In cases where users, other than those belonging to the Participants or Sweden, are admitted, they may utilise the ranges only on a second priority basis. In this case, competitive market prices will apply.

7. The planning of campaigns shall be done jointly for the two ranges with a view to facilitating an optimum utilisation of the total resources of the ranges. To this effect, personnel and mobile equipment can be moved between the ranges.

II. Financial Provisions

1. The yearly contributions to the basic maintenance costs of the two ranges required from Participants, excluding NTNf and Sweden, amount to 830 000 AU (250 000 AU for Andøya and 580,000 AU for ESRANGE). The costs for running the Secretariat and the Programme Advisory Committee, as referred to in Article 6 of the Agreement and which are to be reimbursed to the Organisation, are:

(a) for salaries, up to	20 000 AU
(b) for running expenses (such as communications, pro rata share of rent, furniture, stationery, travel), a lump sum of	10 000 AU
TOTAL	30 000 AU

The contribution quotas to the above costs as fixed as follows:

(a) Federal Republic of Germany	325 000 AU
(b) United Kingdom	325 000 AU
(c) France	100 000 AU
(d) Netherlands	40 000 AU
(e) Belgium	35 000 AU
(f) Switzerland	35 000 AU
TOTAL	860 000 AU

The Swedish contribution to the basic maintenance costs is 240 000 AU. Of this amount 120 000 AU represents annual investments. It is noted that NTNf supports the basic maintenance costs with a total amount of 210 000 AU composed of contributions from own resources and from outside users.

Travel costs and daily allowances for the representatives on the Programme Advisory Committee are to be borne by their home authorities.

2. The contributions to the costs referred to in 1 above shall be paid quarterly in advance, according to a procedure to be established by Sweden and the Organisation, in conformity with the provisions of Articles 5 and 6 of the Agreement.

3. The above amounts (basic maintenance costs, operational costs, costs for Secretariat and Programme Advisory Committee) are all based on 1971 price level, as of 1 July 1971, and shall be adjusted annually in accordance with appropriate Swedish, ESRO and Norwegian indexes for calculating price level increases of labour and material.

SIGNATURES, RATIFICATIONS AND APPROVAL

<i>State</i>	<i>Date of Signature</i>	<i>Date of Ratification (R) or Approval (A)</i>	
Belgium*	20 Dec., 1971	26 Jan. 1973 (A)	
France			
Germany, Federal Republic of			
Netherlands†			
Sweden*			28 June 1972 (R)
Switzerland*			8 Feb. 1973 (R)
United Kingdom			
European Space Research Organisation			

* Subject to ratification.

† Subject to approval.

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