



Treaty Series No. 29 (1971)

Exchange of Letters

between the Government of the
United Kingdom of Great Britain and Northern Ireland
and the European Space Research Organisation

concerning the use
by the United Kingdom of ESRANGE
for a Special Project

Paris, 25 February 1971

[The Agreement entered into force on 25 February 1971]

*Presented to Parliament
by the Secretary of State for Foreign and Commonwealth Affairs
by Command of Her Majesty
May 1971*

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**EXCHANGE OF LETTERS
BETWEEN THE GOVERNMENT OF THE UNITED KINGDOM
OF GREAT BRITAIN AND NORTHERN IRELAND AND
THE EUROPEAN SPACE RESEARCH ORGANISATION
CONCERNING THE USE BY THE UNITED KINGDOM OF
ESRANGE FOR A SPECIAL PROJECT**

No. 1

*The Director-General of the European Space Research Organisation to
Her Majesty's Ambassador at Paris*

JUR/3-4-7/DRK/JA/LC/1943

Neuilly.

Your Excellency,

25 février 1971.

I have the honour to refer to the request by the United Kingdom to use the launching range (ESRANGE), situated at Kiruna in Sweden, of the European Space Research Organisation (ESRO) for a launching campaign which will take place at the beginning of 1971 (hereinafter referred to as "the Special Project").

The ESRO Council at its Thirty-first Session has, in conformity with Article VIII of the Convention for the Establishment of ESRO⁽¹⁾ and with the ESRO Rules concerning the use of ESRANGE (ESRO/AF/604, rev. 3), accepted this request and has authorised me to conclude, on behalf of ESRO, an Agreement with the Government of the United Kingdom of Great Britain and Northern Ireland on the following terms and conditions:

1. The Special Project is described as follows:

It is intended to launch eleven PETREL rockets.

The purpose of this campaign is to study the intensity and pitch angle distribution of auroral electrons: determine the neutral winds: measure electric fields: investigate the small-scale structure of ionisation: investigate very low frequency fields: measure flux, pitch angle and energy of charged particles and to measure electric field strength using barium ion clouds in the ionosphere.

The experiments have been prepared by the Radio and Space Research Station, The University College London and the Universities of Birmingham, Sheffield, Southampton and Sussex.

2. For the purpose of responsibility under international law for damage caused by the execution of this Special Project, the provision by ESRO of its assistance and the use of its facilities do not change the character of the Special Project as a national activity of the United Kingdom.

3. The body responsible as user for the execution of the project is the Science Research Council of the United Kingdom (SRC).

⁽¹⁾ Treaty Series No. 56 (1964), Cmnd. 2489.

4. The costs arising from the launching campaign shall be established by ESRO in conformity with the rules concerning the use of ESRANGE (ESRO/AF/604, rev. 3), taking into account the relevant decision of the ESRO Council, and they shall be borne by the SRC.

5. The Government of the United Kingdom guarantees the entire project and in particular guarantees the reimbursement by the SRC of all costs referred to in paragraph 4 above.

6. A contract to be concluded between ESRO and the SRC shall settle all detailed technical, financial and legal conditions for the execution of the Special Project and ESRO shall send a copy of this to the Government of the United Kingdom.

7. (a) Any dispute arising out of the interpretation or application of the Agreement which cannot be settled directly between the Contracting Parties, may be submitted by either Contracting Party to an Arbitration Tribunal. If a Contracting Party intends to submit a dispute to an Arbitration Tribunal, it shall so notify the other Party.
- (b) The Government of the United Kingdom and ESRO shall each appoint one member of the said Tribunal. These two members shall designate their Chairman.
- (c) If, within three months from the date of notification referred to in sub-paragraph (a) of this paragraph, either Contracting Party fails to make the appointment referred to in sub-paragraph (b) of this paragraph, the choice of the arbitrator should, on request of the other Contracting Party, be made by the President of the International Court of Justice. This shall also apply upon the request of either Contracting Party if within one month from the date of the appointment of the second arbitrator the first two arbitrators are unable to agree on the Chairman to be appointed by them.
- (d) The Tribunal shall determine its own procedure.
- (e) No appeal shall lie against the award of the Arbitration Tribunal, which shall be final and binding on the Parties. In case of dispute concerning the import or scope of the award it shall be incumbent upon the Arbitration Tribunal to interpret it at the request of either Party.

If the foregoing terms and conditions are acceptable to the Government of the United Kingdom of Great Britain and Northern Ireland, I have the honour to propose that the present Letter, together with Your Excellency's reply to that effect, shall constitute the Agreement, for the execution of the Special Project, between the European Space Research Organisation and the Government of the United Kingdom, which shall enter into force on the date of your reply.

I have the honour to be

Your Excellency's obedient Servant,
HERMANN BONDI
Director-General

No. 2

*Her Majesty's Ambassador at Paris to the Director-General of the
European Space Research Organisation*

*British Embassy,
Paris.*

Sir,

25 February, 1971.

I have the honour to refer to your letter (reference JUR/3-4-7/DRK/JA/LC/1943) of today's date which reads as follows:

[As in No. 1]

I have the honour to inform you that the foregoing terms and conditions are acceptable to the Government of the United Kingdom of Great Britain and Northern Ireland, who therefore agree that your Letter and the present reply shall constitute the Agreement, for the execution of the Special Project, between the European Space Research Organisation and the Government of the United Kingdom.

I have the honour to be,

Sir,

Your obedient Servant,

CHRISTOPHER SOAMES

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