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# Agreement

## on Co-operation in Astrophysics (with Protocol)

Santa Cruz de la Palma, 26 May 1978<sup>69</sup>

[The United Kingdom instrument of ratification was deposited on 11 October 1980. The Agreement entered into force provisionally on 26 May 1979 and definitively on 17 May 1982. The Protocol entered into force on 26 May 1979]

*Presented to Parliament  
by the Secretary of State for Foreign and Commonwealth Affairs  
by Command of Her Majesty  
January 1990*

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CORRECTION

Title Page

Amend signature line 4 to read as follows:

“Santa Cruz de la Palma, 26 May 1979”

February 1990

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**AGREEMENT  
ON CO-OPERATION IN ASTROPHYSICS**

The Government of the Kingdom of Spain, the Government of the Kingdom of Denmark, the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the Kingdom of Sweden;

Desiring to encourage relations of scientific co-operation between these countries;

Aware of the importance of this co-operation for the better development of relations between them;

Taking into account their common interest in encouraging research in the field of Astrophysics;

Recognising the benefits which may accrue to science from close international co-operation;

Recognising that there are in Spain, especially in Tenerife and La Palma, areas providing unique conditions for astronomical observation;

Bearing in mind the great interest shown by various European scientific Institutions in the installation of powerful telescopes on the Canary Islands;

Considering the decision by the Government of the Kingdom of Spain to make the observatories of the Astrophysical Institute of the Canary Islands available to the international scientific community on the Canary Islands and, in compliance with that decision, to authorise the use of such observatories by the scientific Institutions of the Contracting Parties for the purpose of astrophysical research on the terms laid down in this Agreement and provided that the Signatory Bodies named in Article 3 conclude a Protocol with the Higher Council of Scientific Research of Spain (hereinafter referred to as the CSIC);

Have agreed as follows:

**ARTICLE I**

In this Agreement the following terms shall be used in the sense in which they are defined in this Article:

(1) "Instituto de Astrofísica de Canarias" (hereinafter referred to as the IAC): a scientific institution belonging to the CISC and set up by it with the collaboration of the University of La Laguna and the Mancomunidad Provincial Interinsular de Cabildos de Santa Cruz de Tenerife for the purpose of promoting Astrophysical Research on the Canary Islands and which includes the laboratories and equipment situated at La Laguna and the Observatories delimited in the Annex to this Agreement.

(2) "Telescope installation": radiation collectors together with the instrumental services appertaining thereto and which are installed in the same building.

(3) "Signatory Body": an organisation which, being established on the territory of one of the Contracting Parties, and having its nationality, is a signatory of the Protocol referred to in Article 3.

(4) "User Institutions": the IAC, and those scientific organisations which, being established on the territory of one of the Contracting Parties and having its nationality, are authorised to use the installations and services of the IAC for astrophysical research by signing an agreement on telescope installations with the IAC.

(5) "Common facilities": the necessary facilities at the observatories available for the support of their infra-structure and their telescope installations.

## ARTICLE 2

The Contracting Parties shall encourage co-operation for peaceful purposes in the field of Astrophysical Research between the scientific bodies of their respective countries.

## ARTICLE 3

(1) For the development of this co-operation a Protocol shall be concluded regulating the concrete aspects of co-operation between the bodies listed hereunder and holding the nationality of the respective Contracting Parties:

The Higher Council of Scientific Research of Spain  
The Research Administration of Denmark  
The Science Research Council of the United Kingdom  
The Royal Academy of Sciences of Sweden.

(2) Signature of this Agreement by the Contracting Parties shall imply approval of the Protocol by the competent authorities of each of the Contracting Parties in accordance with the established procedures in their respective countries.

(3) The Protocol may be amended by unanimous agreement between the Signatory Bodies.

## ARTICLE 4

Co-operation in Astrophysics may be carried out *inter alia* in the following ways:

- (a) The exchange of information on scientific research in Astrophysics.
- (b) The exchange of scientists, experts and technical personnel.
- (c) The joint and co-ordinated implementation of programmes of technological research.
- (d) The joint and co-ordinated use of scientific and technical installations.
- (e) The installation and use of telescopes and instruments in the observatories of the IAC.

## ARTICLE 5

The Protocol concluded in accordance with Article 3 and which refers to the joint and co-ordinated implementation of programmes of research and technological development and to the joint use of scientific and technical installations shall, in respect of the mutual relations between the Signatory Bodies, regulate:

- (a) The financing, equitably apportioned, of the expenditure incurred by the development of co-operation and the joint and co-ordinated implementation of programmes of research or technological development as well as by the use of scientific or technical installations.
- (b) The allocation of observing time:
  - (i) Spain shall have at its disposal at least 20% of the observing time of each of the telescopes and instruments installed in the observatories free of charge, except for the normal cost of the consumable material required for observations. This time, on the responsibility of the IAC, shall be for the use of Spanish institutions and other collaborating institutions of any nationality.
  - (ii) The allocation of at least an additional 5% of the observing time of each of the telescope installations to collaborative programmes between the User Institutions including the IAC. Each User Institution, and, with the agreement of the IAC, any Spanish institution, shall have the right to join in each such programme if it so wishes.
- (c) Co-operation in the training of Spanish scientific and technical personnel in the field of Astrophysics.
- (d) The agreements between the IAC and the other User Institutions concerning the use of land at the observatories for their telescopic installations and the use of the common facilities of the observatories.
- (e) The administrative system which shall give the Signatory Bodies a fair representation for the adoption of decisions concerning the establishment of common facilities and the maintenance and operating costs thereof.

#### ARTICLE 6

The observatories shall be devoted to astronomical research.

#### ARTICLE 7

- (1) The land necessary for the establishment of the observatories and the laboratories at La Laguna shall be made available by the Spanish side to the IAC, while the Spanish entities and bodies which have transferred it for the purposes laid down in this Agreement shall retain full ownership of that land.
- (2) No activity incompatible with the aims inspiring this Agreement or which is contrary to the security of the Kingdom of Spain may be carried on in the observatories.
- (3) The Government of the Kingdom of Spain shall be entitled to be informed of the nature of the activities which are being carried on in the IAC and shall guarantee the protection of the research work. In particular it shall maintain the astronomical qualities of the observatories and endeavour to adhere to the recommendations of the International Astronomical Union.
- (4) The use of the land necessary for the telescope installations of the User Institutions shall be guaranteed free of charge for the User Institutions on the conditions which are laid down in this Agreement and during the period which it is in force.

#### ARTICLE 8

The telescopes and other equipment installed in the observatories by the various Institutions shall continue to belong to their original owners, even in the case of termination of the agreements on telescope installations, unless otherwise provided for by a transfer or an agreement. If there is no transfer or agreement, the Institution affected shall remove its telescope or other equipment as provided in the Protocol referred to in Article 3.

#### ARTICLE 9

- (1) The Spanish side shall be responsible for the initial costs of the access road, the planning of the observatories, laying on electric power, water, the telephone and telex, the construction of housing and a restaurant, maintenance services, workshops, laboratories, office accommodation, administrative services and such other services as may be agreed upon in the Protocol referred to in Article 3.
- (2) The cost of additional installations and services required by the User Institutions shall be the subject of negotiations between the CSIC and the other Signatory Bodies referred to in Article 3.
- (3) The maintenance and operating costs of the observatories shall be apportioned in accordance with the provisions of the Protocol referred to in Article 3.

#### ARTICLE 10

The Government of the Kingdom of Spain shall grant the legal facilities necessary for the establishment, operation and eventual removal of the telescope installations. For this purpose and on the basis of this Agreement it shall grant the necessary permits, licences and exemptions for the construction, operation and eventual removal of the telescope installations.

#### ARTICLE 11

- (1) The Government of the Kingdom of Spain shall take the necessary steps, in accordance with its laws, to facilitate the entry, residence and exit from its territory of the scientific, technical, maintenance and administrative personnel of the Signatory Bodies and User Institutions.
- (2) The same provisions shall be applicable to the members of their families who are living with them.

## ARTICLE 12

- (1) The Government of the Kingdom of Spain shall authorise the import and re-export, free of Customs Duty and other taxes levied, of the equipment, materials and goods, including accessories, spare parts and instruments, whatever their origin or from whatever country they come, which are considered necessary for the construction and operation of the observatories and the telescope installations. Such equipment, materials and goods shall be exempt from taxation while in Spain.
- (2) It shall also authorise the temporary import and re-export, free of Customs Duty and other taxes levied on imports and exports and without any deposit or guarantee, of the furniture and personal effects (including one motor car per family) of the scientists of technical personnel and members of their families when they do not possess Spanish nationality and are moving to Spanish territory to carry out activities envisaged in this Agreement and proceeding therefrom.
- (3) For these purposes the required procedures and formalities of applicable Spanish laws shall be observed, and applied as speedily as possible.

## ARTICLE 13

The Contracting Parties shall permit the free movement of capital and payments in national and foreign currency as well as the possession by the User Institutions of the appropriate foreign exchange for the construction and operation of the observatories and the telescope installations. For these purposes the required procedures and formalities of the applicable laws of the Contracting Parties shall be observed, and applied as speedily as possible.

## ARTICLE 14

- (1) Disputes about the interpretation or application of this Agreement shall as far as possible be settled by the Contracting Parties.
- (2) If a dispute cannot be settled by direct negotiations between the parties thereto, any one of them may require the dispute to be referred to the Permanent Court of Arbitration at The Hague whose decision shall be binding on all the Contracting Parties.

## ARTICLE 15

- (1) This Agreement shall be subject to ratification by the Contracting Parties.
- (2) The Agreement shall enter into force definitively on the date on which the last of the instruments of ratification of the Governments of the Kingdom of Spain, the Kingdom of Denmark, the United Kingdom of Great Britain and Northern Ireland and the Kingdom of Sweden has been deposited with the Government of the Kingdom of Spain and the Protocol referred to in Article 3 of the Agreement has been signed by all the Bodies mentioned in that Article<sup>1</sup>.
- (3) The Agreement shall be applied provisionally from the date on which it has been signed by all the said Governments and the Protocol mentioned in Article 3 has been signed by all the Signatory Bodies mentioned therein<sup>2</sup>. Provisional application of the Agreement shall continue until any one of the following conditions has arisen:
  - (a) It has been ratified by the Governments of all the said States and the corresponding Instruments of Ratification has been deposited with the Government of the Kingdom of Spain;
  - (b) A notification by any of the said States is deposited with the Government of the Kingdom of Spain informing the latter of its decision not to ratify the Agreement;
  - (c) Twenty-four months have elapsed from the date of its provisional application.

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<sup>1</sup> The Agreement entered into force definitively on 17 May 1982.

<sup>2</sup> The Agreement was provisionally applied from 26 May 1979.

In the case referred to in sub-paragraph (b) of this Article all the other Contracting Parties and in the case referred to in sub-paragraph (c) all the Contracting Parties shall hold a meeting within two months from the date on which one of the two conditions arises in order to adopt a decision concerning the entry into force of the Agreement<sup>1</sup>. Until this meeting is held or the period of two months expires, whichever is earlier, the Agreement shall continue to be applied provisionally by those countries which have deposited their instruments of ratification with the Government of the Kingdom of Spain or, although not having done so, notify the Government of the Kingdom of Spain that such is their intention.

(4) Any other State may accede to the Agreement subject to the consent of all the other Contracting Parties. Accession shall become effective when the instrument of accession has been deposited with the Government of the Kingdom of Spain and a Signatory Body from the acceding State has signed the Protocol referred to in Article 3. If Accession becomes effective on a date when the Agreement is applied provisionally, the acceding state shall also have the rights and duties mentioned in Article 15 (3).

(5) The Government of the Kingdom of Spain shall inform the other Contracting Parties of the receipt of such instrument of accession and the date of signature by the body of the acceding State of the Protocol referred to in Article 3.

#### ARTICLE 16

(1) This Agreement shall remain in force for a period of thirty years and shall be automatically extended for successive ten year periods unless the Government of the Kingdom of Spain notifies the other Contracting Parties of its withdrawal at least two years before the expiry of any of the periods mentioned in this paragraph.

(2) Contracting Parties other than the Kingdom of Spain may withdraw from the Agreement by the end of any of the periods mentioned in paragraph (1) of this Article by notifying the Government of the Kingdom of Spain at least two years before the expiry of that period. The Government of the Kingdom of Spain shall promptly notify the Governments of the other Contracting Parties of the receipt of any notification of withdrawal.

(3) On the expiry of the Agreement or when the withdrawal of a Contracting Party occurs, any User Institution from the country concerned shall be able to dispose freely of its property. In case of disagreement, the Contracting Parties shall endeavour to resolve it in a manner satisfactory to all parties.

Done at S/C. Palma (Canarias) this 26th day of May, 1979 in the Spanish and English languages, both texts being equally authoritative.

For the Government of the Kingdom of Spain:

PEDRO PEREZ LLORCA

For the Government of the Kingdom of Denmark:

BENT ROSENTHAL

For the Government of the United Kingdom of Great Britain and Northern Ireland:

ANTONY A. ACLAND

For the Government of the Kingdom of Sweden:

LENNART PETRI

[For ratifications see page 16]

<sup>1</sup> Provisional application of the Agreement was extended until 26 January 1982 and provision was subsequently made for it to be extended until 26 July 1982.

## ANNEX

Roque de los Muchachos Observatory of the Institute of Astrophysics of the Canary Isles.

Situation: Municipal district of Garafia on the Island of San Miguel de la Palma.

Boundaries: North: From a height of 2,120 metres above sea level in the Lomo de la Ciudad rising eastwards and crossing the Barranco de las Grajas, the Barranco del Cedro and the Barranco de Barbudo to reach a height of 2,265 metres on the ridge of the left slope of the Barranco de los Hombres. This boundary follows part of the route of the proposed road which will run from Garafia to Santa Cruz de la Palma via the summit.

East: From 2,265 metres above sea level to 2,299.50 metres above sea level rising along the ridge of the left slope of the Barranco de los Hombres.

South: With the National Park of la Caldera de Tarburiente along the line of the summit from the ridge of the left slope of the Barranco de los Hombres as far as the Degollada de las Palomas by way of Fuente Nueva, Cruz del Fraile and Roque de los Muchachos.

West: Descending by the Barranco de Izgagua from the Degollada de las Palomas down to 2,225 metres above sea level and from thence northwards descending to 2,120 metres above sea level in the Lomo de la Ciudad crossing the Barranco de Briesta. This boundary follows, from the Barranco de Izgagua to Lomo de la Ciudad, part of the proposed route of the road which will run from Garafia to Vereda de El Time, via the Barranco de las Angustias.

Area: 189 hectares.

Teide Observatory of the Institute of Astrophysics of the Canary Isles.

Situation: Municipal districts of La Orotova, Güimar and Fasnía.

Boundaries: North: Highroad C-824 from La Laguna to Portillo de la Villa.

East: Watercourse between the mountains of Izaña and Cabezón

South: Access track to the Observatorio Meteorológico de Izaña (Izaña meteorological observatory).

West: Junction of highway C-824 and the access track to Izaña meteorological observatory.

Area: 50 hectares.

**PROTOCOL  
ON CO-OPERATION IN ASTROPHYSICAL RESEARCH IN SPAIN**

The Signatory Bodies of this Protocol.

Considering that the Agreement on Co-operation in Astrophysics signed at S/C Palma (Canarias) on the 26th day of May, 1979 provides for the conclusion of a protocol on Co-operation in Astrophysical Research in Spain which shall be signed by the Signatory Bodies named in Article 3 of that Agreement,

Have agreed as follows:

**ARTICLE 1**

**Definitions**

In this Protocol the following terms shall be used in the sense in which they are defined in this Article:

- (a) "Instituto de Astrofísica de Canarias" (hereinafter referred to as the IAC) (Canary Islands Astrophysical Institute); a scientific institution belonging to the Higher Council of Scientific Research (CSIC) and set up by it with the collaboration of the University of La Laguna and the Mancomunidad Provincial Interinsular de Cabildos de Santa Cruz de Tenerife for the purpose of promoting astrophysical research on the Canary Islands and which includes the laboratories and equipment situated at La Laguna and the observatories delimited in the Annex to the Agreement on Co-operation in Astrophysics to which the Preamble of this Protocol refers.
- (b) "Telescope Installation": Radiation collectors together with the instrumental services appertaining thereto and which are installed in the same building.
- (c) "Contracting Party": A State party to the Agreement on Co-operation in Astrophysics.
- (d) "Signatory Body": An Organisation which, being established on the territory of one of the Contracting Parties of the Agreement on Co-operation in Astrophysics and having its nationality, is a signatory of this Protocol.
- (e) "User Institutions": The IAC, and those scientific organisations which, being established on the territory of one of the Contracting Parties of the Agreement on Co-operation in Astrophysics and having its nationality, are authorised to use the installations and services of the IAC for astrophysical research by signing an agreement on telescope installations with the IAC.
- (f) "Common facilities": The necessary facilities at the observatories available for the support of their infra-structure and their telescope installations.
- (g) "Patronato del Instituto de Astrofísica de Canarias" (PIAC) (Board of the Canary Islands Astrophysical Institute): The governing body of the IAC set up by the CISC, the University of La Laguna and the Mancomunidad Interinsular de Cabildos de Santa Cruz de Tenerife.
- (h) "International Scientific Committee" (CCI): The Body set up in accordance with Article 7 of this Protocol.

**ARTICLE 2**

The provisions of this Protocol shall apply exclusively to the Observatory of Roque de los Muchachos. Its extension to other observatories shall require the unanimous agreement of the Signatory Bodies.

**ARTICLE 3**

**Agreements Concerning the Telescope Installations**

- (1) Each telescope installation other than those of the IAC which it is desired to establish in an observatory shall be the subject of an agreement between the IAC and the other User Institutions, with the prior consent of the PIAC (with regard to the siting of buildings, building plans and the protection of the environment) and of the CCI (with regard to those

aspects which may affect other User Institutions) and with the concurrence of the Signatory Body of this Protocol which shall be of the same nationality as the User Institution. These agreements shall require the approval of the CSIC, and this organisation shall guarantee all the commitments undertaken by the IAC in each one of these agreements.

(2) The agreements between the IAC and the other User Institutions shall grant the latter the right to use the land in an observatory for the purpose of constructing telescope installations and to these User Institutions and the persons authorised by them the right to use the telescope installations, such use being subject to payment for the use of the common facilities as is laid down in Article 5, paragraphs (2), (3) and (4) of this Protocol.

(3) The agreements between the IAC and the other User Institutions shall contain full details of the proposed telescope installations, including:

The siting and plans of buildings;

Specifications, operation and use of the telescopes and their associated instruments;

An estimate of immediate and future needs in respect of the common facilities.

(4) The IAC may establish telescope installations in an observatory only with the prior consent of the CCI (with regard to those aspects which may affect other User Institutions).

#### ARTICLE 4

##### Allocation of Observing Time and Scientific and Technical Co-operation

(1) In accordance with the provisions of Article 5 of the Agreement on Co-operation in Astrophysics:

(a) Spain shall have at its disposal at least 20% of the observing time of each of the telescopes and instruments installed in an observatory free of charge, except for the normal costs of consumable material required for observations. This time, on the responsibility of the IAC, shall be for the use of Spanish Institutions and other collaborating Institutions of any nationality.

(b) Provision shall be made for the allocation of at least an additional 5% of the observing time of each of the telescope installations to collaborative programmes between User Institutions including the IAC. Each User Institution, and, with the agreement of the IAC, any Spanish Institution, shall have the right to join in each such programme if it so wishes.

(c) In the case of co-operation in the training of Spanish scientific and technical personnel in the field of Astrophysics, endeavours will be made to encourage collaborative programmes in which such personnel may take part.

(2) The allocation of observing time to Spain and to collaborative programmes shall, where appropriate, be apportioned in an equitable manner in the various seasons of the year and phases of the Moon. Any dispute shall be referred to the CCI which shall give a decision on the matter.

(3) Responsibility for the allocation of the remaining observing time shall lie with the User Institutions of the particular telescope.

(4) Periods of time allocated but not taken up during a calendar year may not be transferred for use to the year immediately following or to subsequent years.

(5) All persons using any telescope or instrument shall observe the rules for their operation laid down by the appropriate User Institution.

(6) All persons using the common facilities shall observe the rules for the use of the common facilities established by the IAC and approved by the CCI.

## ARTICLE 5

### Financial Provisions

- (1) The cost of each telescope installation shall be borne by the User Institution, unless other conditions are laid down in an appropriate agreement. The maintenance costs, including the cost of all the staff directly employed in its service shall be borne by the User Institution.
- (2) Whenever possible, recurrent expenditure on common facilities shall be borne by the User Institutions according to the amount of use of the services received. These common facilities shall include electricity, telephone, telex, hostels, housing, restaurant service, offices and other matters of a similar nature.
- (3) Recurrent expenditure which cannot be easily differentiated in accordance with paragraph (2) of this Article shall be borne by the User Institutions in proportions which the CCI shall determine. Such expenditure includes:
  - (a) The costs of all personnel assigned to the maintenance, administration and security services and other matters of a similar nature.
  - (b) All other charges derived from services which cannot be clearly differentiated (site, equipment, construction and repair work, maintenance and other matters of a similar nature).
- (4) The CCI shall provide a fund to the IAC with contributions from the User Institutions to enable that Institute to deal with the charges for the common facilities before they are billed to those Institutions in the proportions appropriate to them. A User Institution shall be entitled to the return of its contribution to the fund on termination of the corresponding telescope installation agreement.

## ARTICLE 6

### Administrative Provisions Concerning an Observatory

The IAC shall be responsible for:

- (a) Providing common facilities for the proper operation of the telescope installations which are deemed appropriate by the CCI and which can be established.
- (b) Agreeing with the CCI on the amount to be paid for the use of common facilities.

## ARTICLE 7

### Provisions Concerning International Participation

- (1) An International Scientific Committee (CCI) shall be set up for the purpose of enabling the international scientific community to make use of the natural advantage of the Canary Islands for astrophysical research and affording the Signatory Bodies an effective voice in the decision making with regard to the use of telescope installations.
- (2) The CCI shall consist of:
  - A representative of the CSIC;
  - A representative of the University of La Laguna;
  - A representative of the Comisión Nacional de Astronomía de España (National Astronomy Commission of Spain);
  - A representative of each of the Signatory Bodies other than the CSIC;
  - The Director of the IAC;
  - An eminent scientist, who is not a national of any of the Contracting Parties, appointed by the European Science Foundation as assessor without the right to vote.
- (3) The CCI shall elect a President and Vice-President, each of a different nationality, from among its members other than the scientist appointed by the European Science Foundation. Their terms of office shall be for two years. Each President shall be of a different nationality from that of his predecessor.

- (4) The CCI, availing itself of the advice of Sub-Committees for specific questions, where it deems this appropriate, shall be responsible for the following functions:
- (a) Co-ordinating, for their submission to the IAC, the requirements of the individual telescope installations in respect of the use or modification of the common facilities;
  - (b) Approving the expenditure and other financial arrangements referred to in Article 5 paragraphs (2), (3) and (4);
  - (c) Approving new agreements for telescope installations with regard to those aspects which may affect other User Institutions;
  - (d) Co-ordinating the joint scientific activities within the observing time allotted to collaborative research projects, always taking into account the provisions of the agreements for telescope installations which shall always have priority;
  - (e) Producing annual reports on the scientific activities carried on in an observatory;
  - (f) Drawing up rules for the allocation of observing time in accordance with Article 4 of this Protocol;
  - (g) Any other matter which may arise during the development and use of an observatory.
- (5) All decisions of the CCI shall require the unanimous approval of the representative of the CSIC (who shall vote on behalf of all the representatives of all the Spanish bodies represented on the CCI) and of the representatives of all the other Signatory Bodies.
- (6) If a unanimous decision cannot be reached by the CCI the discussion shall be postponed until a meeting which shall be held within a period of not less than twenty-eight days and not more than fifty-six days. If a unanimous decision cannot be reached at this meeting owing to the opposition of only one of the members of the CCI with the right to vote, any of the other members with the right to vote may refer to arbitration the question of the reasonableness of the dissident member's refusal to agree, in accordance with the procedure for resolving disputes laid down in Article 11 of this Protocol.
- (7) If a member of the CCI is unable to attend the meeting, his powers may be exercised by a substitute or the votes of the Bodies referred to in paragraph (5) of this article may be sent by post or telex.
- (8) The CCI may set up temporary or permanent Sub-Committees to advise on specific questions. The terms of reference of these Sub-Committees shall be laid down by the CCI.

## ARTICLE 8

### Third Countries

The User Institutions may negotiate with institutions in States which are not parties to the Agreement on Co-operation in Astrophysics, the transfer of part of their own observing time once the allocation of time has been made in accordance with Article 4 of this Protocol. The CSIC and the CCI shall be notified of such arrangements. The researchers invited from these countries who use that observing time shall enjoy the same privileges in the use of an observatory as the scientists of the User Institutions.

## ARTICLE 9

### Staff

- (1) The staff needed for the common facilities shall be engaged by the IAC, taking into account the requirements of the CCI.
- (2) The maintenance staff of the telescope installations shall be engaged by the Institutions operating these installations which shall endeavour, whenever possible, to engage Spanish staff.
- (3) The Spanish staff locally engaged by the IAC or the other User Institutions shall be subject to the relevant Spanish laws.

## ARTICLE 10

### Ownership

The telescopes and other equipment installed in an observatory by the various Institutions shall continue to belong to their original owners, even in the case of termination of the agreements on telescope installations, unless otherwise provided for by a transfer or an agreement. If there is no transfer or agreement, the Institution affected shall remove its telescope or other equipment if the CCI or the CSIC so request.

## ARTICLE 11

### Resolution of disputes

All disputes arising between the Signatory Bodies concerning the interpretation or application of this Protocol which cannot be resolved otherwise shall be resolved in accordance with the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbiters appointed in accordance with its Rules, whose decisions shall be binding on all the Signatory Bodies.

## ARTICLE 12

### Duration

- (1) This Protocol shall enter into force for each Signatory Body on the date on which the Agreement on Co-operation in Astrophysics enters into force for, or is provisionally applied by, its Contracting Party in accordance with Article 15, paragraph (2) or (3) thereof<sup>1</sup>.
- (2) In the event of accession by a State to the Agreement referred to in the preceding paragraph, this Protocol—which shall be signed by a Body of the nationality of that State—shall enter into force in respect of that Body on the date on which the accession becomes effective.
- (3) This Protocol shall continue in force in respect of each of the Signatory Bodies (including the Signatory Bodies of States which accede to the Agreement) during the period in which the Agreement is in force or is provisionally applied in respect of the State whose nationality such Body holds.

Done at S/C Palma (Canarias) this 26th day of May 1979 in the Spanish and English languages, both texts being equally authoritative.

For the Higher Council for Scientific Research of Spain:

CARLOS SANCHEZ DEL RIO

For the Research Administration of Denmark:

KOSCH

For the Science Research Council of the United Kingdom:

BRIAN W. OAKLEY

For the Royal Academy of Sciences of Sweden:

G. BERNHARD

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<sup>1</sup> The Protocol entered into force for each of the original Signatory Bodies on 26 May 1979.

**ADDENDUM**  
**TO THE PROTOCOL ON CO-OPERATION IN ASTROPHYSICAL RESEARCH**  
**BETWEEN THE GOVERNMENTS OF THE KINGDOM OF SPAIN, THE**  
**KINGDOM OF DENMARK, THE UNITED KINGDOM OF GREAT BRITAIN AND**  
**NORTHERN IRELAND AND THE KINGDOM OF SWEDEN**

In view of the request by the Federal Republic of Germany to join the Agreement on Co-operation in Astrophysical Research and the Protocol between the Governments of the Kingdom of Spain, the Kingdom of Denmark, the United Kingdom of Great Britain and Northern Ireland and the Kingdom of Sweden, signed in Santa Cruz de La Palma on the 26th of May of 1979, and published in the official State bulletin No. 161 on the 6th of July of 1979, the signatory bodies consider that it is necessary to introduce an Addendum to the Protocol on Co-operation in Astrophysical Research in the following terms:

The aforementioned Protocol referring exclusively to the Observatory at Roque de los Muchachos shall be extended to include the Observatory of Teide in accordance with the provisions of the Protocol with the exception of the modifications introduced by the present Addendum.

(1) The Observatory of Roque de los Muchachos and the Observatory of Teide shall with respect to financial responsibilities form two separate units with no mutual economic obligations.

(2) The installations existing at the Observatory of Teide at the time of signature of the present Addendum shall be regarded as fulfilling the provisions of Article 9(1) of the intergovernmental agreements.

(3) The telescopic installations at the Observatory of Teide belonging either to the IAC (Instituto de Astrofísica de Canarias), or to organisations of countries other than the Signatories to the Protocol and the present Addendum which at present have agreements with the IAC, shall not be covered by the provisions of the agreement signed in Santa Cruz on 26 May 1979 and those of the present Addendum. The IAC may include its own telescopic installations in these agreements by simply notifying the CCI.

(4) The allocation of observing time to Spain and to collaborative programmes shall, where appropriate, be apportioned in an equitable manner for the various seasons of the year and phases of the moon and for periods known to offer a solar image of excellent quality. Any dispute shall be referred to the CCI which shall give a decision on the matter.

(5) All decisions of the CCI shall require the unanimous approval of the representative of the CSIC (on behalf of all Spanish organisations represented in the CCI) and of the representatives of all the other Signatory Bodies with the exception of decisions on questions which refer to only one observatory and do not directly affect all the Signatories to the Protocol and the Addendum. In such cases the decisions of the CCI shall require only the unanimous approval of the representatives of the CSIC (on behalf of all Spanish organisations represented in the CCI) and of the representatives of all the Signatory Bodies which have telescopic installations from their respective countries in that observatory.

(6) In view of the new legal personality of the Instituto de Astrofísica de Canarias established by the Royal Decree-Law 7/1982 of 30 April, the said Institute assumes the functions, rights and obligations corresponding to the former Instituto de Astrofísica de Canarias dependent on the Consejo Superior de Investigaciones Científicas, and replace it with regard to the rights and obligations of a contractual nature acquired by the former prior to the entry into force of the above-mentioned Royal Decree-Law. Whenever reference is made to the IAC, therefore, this will be understood to mean the Instituto de Astrofísica de Canarias, a public arrangement consortium, created by the Royal Decree-Law 7/1982 of 30 April, and consequently the final part of point 1 of Article III of the Protocol, which states, "These agreements shall require the approval of the CSIC and this organisation shall guarantee all the commitments undertaken by the IAC in each one of these agreements" shall be deleted.

(7) All references to the "Patronato of the IAC" in the Protocol shall be replaced by "Governing Council of the IAC", which is the new Governing body of the IAC. Section (g) of Article 1 of the Protocol should therefore, in accordance with the Article III of the above-mentioned Royal Decree-Law 7/1982, be drawn up as follows:

"Governing Council of the Instituto de Astrofísica de Canarias" (CRIAC): Managing Body of the IAC, responsible for decisions on administrative and economic matters, through which the State Administration, the Junta de Canarias, the University of La Laguna and the Consejo Superior de Investigaciones Científicas will carry out their respective duties".

Done at Madrid this 8th day of April 1983 in the Spanish and English languages, both texts being equally authoritative.

For the Higher Council of Scientific Research of Spain

**J. ELGUERO**

*President*

For the Research Administration of Denmark

**MOGENS WANDEL-PETERSEN**

*Ambassador*

For the Science and Engineering Research Council of the United Kingdom

**HARRY ATKINSON**

*Director*

For the Royal Academy of Sciences of Sweden

**K. I. HILLERUD**

*Head of Administration*

For the German Research Society (Deutsche Forschungsgemeinschaft)

**C. H. SCHIEL**

*Executive Secretary*

## RATIFICATIONS

							<i>Date of Deposit of Instrument of Ratification</i>
Denmark	...	...	...	...	...	...	21 Nov., 1980
Spain*	...	...	...	...	...	...	17 May, 1982
Sweden...	...	...	...	...	...	...	12 Mar., 1981
United Kingdom	...	...	...	...	...	...	11 Oct., 1980

\* Declaration

## ACCESSIONS

							<i>Date of Deposit of Instrument of Accession</i>
Germany, Federal Republic of†	...	...	...	...	...	...	15 Mar., 1983
France ...	...	...	...	...	...	...	18 Apr., 1988

† The Protocol was signed on behalf of the German Research Society on 8 April 1983.

## DECLARATION

### SPAIN

\* The instrument of ratification of the Government of Spain contains the following declaration:

“ En relación con el Artículo 8 del Protocolo sobre Cooperación en materia de Astrofísica, España declara que, por razones de interés o de seguridad nacionales, podrá oponerse, en ciertos casos, a la transferencia, por parte de cualquier Institución usuaria, de su propio tiempo de observación a Instituciones de Estados que no sean Parte en el Acuerdo de Cooperación en Materia de Astrofísica ”.

[ Translation ]

With regard to Article 8 of the Protocol on Co-operation in Astrophysical Research Spain declares that, for reasons of national interest or national security, it may, in certain cases, oppose the transfer by any User Institution of its own observation time to Institutions of States not Party to the Agreement on Co-operation in Astrophysics.