



Treaty Series No. 16 (1961)

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 Establishment, for Scientific Purposes,
of a Space Vehicle Tracking and Communications
Station in the Island of Zanzibar

London, October 14, 1960

*Presented to Parliament by the Secretary of State for Foreign Affairs
by Command of Her Majesty
April 1961*

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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 ESTABLISHMENT, FOR SCIENTIFIC PURPOSES, OF A SPACE VEHICLE TRACKING AND COMMUNICATIONS STATION IN THE ISLAND OF ZANZIBAR

No. 1

The United States Ambassador at London to the Secretary of State for Foreign Affairs

*Embassy of the United States of America,
London, October 14, 1960.*

Sir:

I have the honor to refer to recent discussions between representatives of the Government of the United States of America and of the Government of the United Kingdom of Great Britain and Northern Ireland concerning a proposal that the Government of the United States should establish and operate, for scientific purposes, a station for space vehicle tracking and communications in the Island of Zanzibar. Such a station is required by the United States of America as part of a world-wide tracking range being established by the Government of the United States in connection with its manned satellite program, known as Project Mercury, under which the United States plans to place a manned earth satellite into orbital flight and to recover it.

The Government of the United Kingdom, desiring to cooperate with the Government of the United States in this scientific program, and thereby to contribute to the knowledge of man's spatial environment, has indicated its willingness to agree, after consultation with His Highness the Sultan of Zanzibar, to the request of the United States to establish the said tracking and communications station in the Island of Zanzibar and its willingness to make such arrangements as are necessary with the Government of Zanzibar in connection with the establishment and operation of the Station.

Accordingly, the Government of the United States proposes that this station shall be established and operated in accordance with the following provisions:

(1) The costs of constructing, installing, equipping and operating the station shall be borne wholly by the Government of the United States.

(2) (a) The Government of the United Kingdom shall use its best efforts to ensure that land areas and rights-of-way required for the station shall be made available to the Government of the United States. The specific site or sites and ancillary rights required for the station shall be as agreed upon by the authorized representatives of the two Governments. On the

part of the Government of the United States, these shall be representatives of the National Aeronautics and Space Administration (hereinafter referred to as "NASA"). On the part of the Government of the United Kingdom, these shall be representatives of the Government of Zanzibar.

(b) Rental costs for the land areas and rights-of-way required for the station shall be borne by the Government of the United States.

(3) The station shall include installations for telemetry, a ground to air transmitter, and a ground receiver; installations for point-to-point communications to the extent that communications requirements cannot be met by the authorized telecommunications carrier, who, for the purposes of this agreement, shall be Cable and Wireless Limited; and necessary supporting buildings and structures for offices, storage, housing, sanitation, and for other purposes which may be required. Buildings shall generally be of a standard prefabricated type, transportable and removable. Power for the station may, under license from the Zanzibar Electricity Board, be generated at the site or sites by equipment installed as part of the station, if the said Board itself is unable to supply power of the type and quantity required. Roads shall be constructed as necessary, at the expense of the Government of the United States, to connect the station with the local road system.

(4) The Government of the United Kingdom shall co-operate with the Government of the United States to determine the radio frequencies to be used for the station. All radio operations shall be conducted so as not to interfere with the services of installations in the Island of Zanzibar or in neighbouring territories, and shall comply at all times with the provisions of the International Telecommunication Convention.

(5) Construction of the station shall be by a United States contractor who shall, to the maximum extent feasible, employ local subcontractors, if available, and local labor to perform the required work. Maximum use shall be made of materials and supplies available locally. The Government of the United Kingdom shall, upon request, use its best efforts to assist the contractor in the local procurement of goods, materials, supplies and services required for the construction of the station.

(6) Special electronic and related equipment required for the station shall be equipment standardized for Project Mercury and shall be installed by United States technicians.

(7) The Government of Zanzibar shall, upon request, take the necessary steps to facilitate the admission into the Island of Zanzibar of materials, equipment, supplies, goods or other property furnished by the Government of the United States for the purposes of the Station. No tax, duty or charge shall be levied or assessed on such materials, equipment, supplies, goods or other property brought into the said Island (not being property imported for the personal use of employees of the station), on condition that they are subsequently re-exported from the Island of Zanzibar, unless they are disposed of under the provisions of paragraph (11) (a) below.

(8) Title to all materials, equipment or other property used in connection with the station shall remain in the Government of the United

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States. Such materials, equipment and other property of the Government of the United States and its official papers, shall be exempt from inspection, search and seizure, and may be removed free of taxes or duties by the Government of the United States at any time. Such exemption shall be subject to the deposit with the Government of Zanzibar of a certificate in a form agreed between the Government of Zanzibar and NASA, together with such customs documents as may be agreed.

(9) (a) The station shall be operated by NASA, either directly or through a United States contractor. In either case, the resident director of the station shall be an official of the Government of the United States in the person of a NASA representative. In addition to essential United States technicians and specialists assigned by NASA or its contractor, qualified local personnel shall be utilized in connection with the operation and maintenance of the station to the maximum extent feasible.

(b) Any point-to-point communications established under the provisions of paragraph (3) above shall be used solely for the transmission or reception of operational or essential administrative messages in connection with station activities; no social messages, or any messages on behalf of any third party shall be transmitted or received.

(c) The operator of the said point-to-point communications shall refuse to accept any communications other than those authorized in paragraph (9) (b) above; if any such unauthorized communication is involuntarily received, the operator shall not divulge the contents thereof to any person or reproduce such communication in writing or make use thereof.

(d) Radio communication with fixed points shall be established only with those points that are authorized by the Government of the United Kingdom.

(10) (a) Any United States personnel assigned by NASA to visit, or participate in the establishment or operation of the station, their wives and minor children, shall be admitted into the Island of Zanzibar if in possession of a valid national passport, duly visaed and endorsed. The Government of Zanzibar shall take the necessary steps to facilitate the stay in the Island of Zanzibar of such personnel, their wives and minor children, by the issue of the appropriate permits.

(b) The entry into and removal from the Island of Zanzibar of the personal and household effects of United States personnel assigned to the said Island under Project Mercury shall be subject to the normal provisions applicable to persons taking up residence or residing in the Island of Zanzibar.

(c) Any United States personnel, serving or employed in the Island of Zanzibar in connection with the establishment or operation of the station, and residing in the said Island by reason only of such service or employment, shall not be liable to pay tax on income, except in respect of income derived from the Island of Zanzibar, or to pay tax on ownership and use of property situated outside the Island of Zanzibar.

(d) For the purposes of this paragraph the expression "United States personnel" means any person not normally resident in Zanzibar employed by, or under a contract with the Government of the United States or NASA or a United States contractor engaged in works under contracts with that Government or NASA, in connection with the establishment or operation of the station.

(11) (a) If the Government of the United States should desire to dispose in the Island of Zanzibar of all or part of the materials, equipment or other property to which it holds title in the Island, it shall not dispose of any such materials, equipment, or other property:

- (i) without the consent in writing of the Government of Zanzibar;
- (ii) without offering such materials, equipment or property for sale to that Government, if such offer is consistent with the laws of the United States of America then in effect;
- (iii) before the expiration of such period (not being less than 120 days after the date of such offer) as may be reasonable in the circumstances.

(b) Any such materials, equipment or other property not removed or disposed of as aforesaid within a reasonable time after the termination of the use of the station shall become the property of the Government of Zanzibar.

(c) Any site or other ground from which such materials, equipment or other property are removed shall, if the Government of Zanzibar so require, be restored as far as possible by the Government of the United States to its condition at the date of its occupation by that Government before possession is given back to the owner thereof.

(12) The Government of the United States shall, in consultation with the Government of Zanzibar, take all reasonable precautions against damage and danger resulting from operations of the station.

(13) The Government of the United States undertakes to use its best efforts to ensure that adequate and effective compensation will be paid, with due consideration being given to the sum payable in a similar case under the law of Zanzibar, in respect of:

- (a) injury, including injury resulting in death, caused to any person; and
- (b) loss or damage caused to any property;

resulting from any act or omission on the part of the Government of the United States or any officer, servant, agent, authorized representative or contractor of the Government of the United States, acting within the scope of his authority and employment, in connection with the establishment, maintenance or use of the station. The Government of the United States will consider and make disposition of any such claim against the Government of the United Kingdom and all other interested authorities, corporations and persons.

(14) The Government of the United States shall make available to the Government of the United Kingdom all data obtained by the station and

other relevant technical information obtained in the operation thereof, as well as all such information obtained in the general operation of Project Mercury as the Government of the United Kingdom may require.

(15) Supplementary arrangements between NASA and the Government of Zanzibar may be made from time to time as required, for the carrying out of the purposes of this Agreement.

(16) It is understood that to the extent that the carrying out of this Agreement will depend on funds appropriated by the Congress of the United States, it is subject to the availability of such funds.

(17) (a) The Government of the United States anticipates that the station will be required for use until July 1, 1963. The Government of the United Kingdom agrees that the station may be operated in accordance with the provisions of the present Agreement until that date, and thereafter, on the request of the Government of the United States, for such additional period and on such terms as may be agreed upon by the two Governments.

(b) Should changed conditions alter the requirement of the Government of the United States for the station at any time prior to July 1, 1963, that Government shall have the right to terminate its use of the station after ninety days advance notice to the Government of the United Kingdom of its intention to terminate the use of the station.

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

Accept, Sir, &c.,

JOHN HAY WHITNEY.

No. 2

*The Secretary of State for Foreign Affairs to the United States Ambassador
at London*

Foreign Office, S.W. 1,

October 14, 1960.

Your Excellency,

I have the honour to acknowledge receipt of your Excellency's Note of to-day's date about the establishment in the Island of Zanzibar of a space vehicle tracking and communications station in connexion with the manned satellite programme of the Government of the United States of America, known as "Project Mercury", which Note reads as follows:—

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

I have, &c.,

(For the Secretary of State)

H. C. HAINWORTH.

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