

No. 7637

**EUROPEAN SPACE RESEARCH ORGANISATION
and
FRANCE**

Exchange of letters constituting an agreement for the firing of rockets from the Ile du Levant by the European Space Research Organisation. Paris, 30 July and 10 August 1964

Official text: French.

Registered by the European Research Organisation on 11 March 1965.

**ORGANISATION EUROPÉENNE DE RECHERCHES
SPATIALES
et
FRANCE**

Échange de lettres constituant un accord en vue de l'exécution par l'Organisation européenne de recherches spatiales de tirs de fusées à partir de l'île du Levant. Paris, 30 juillet et 10 août 1964

Texte officiel français.

Enregistré par l'Organisation européenne de recherches spatiales le 11 mars 1965.

[TRANSLATION — TRADUCTION]

No. 7637. EXCHANGE OF LETTERS CONSTITUTING AN AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE FRENCH REPUBLIC AND THE EUROPEAN SPACE RESEARCH ORGANISATION FOR THE FIRING OF ROCKETS FROM THE ILE DU LEVANT BY THE EUROPEAN SPACE RESEARCH ORGANISATION. PARIS, 30 JULY AND 10 AUGUST 1964

I

G/VII/4-3/DRK/LK/905

30 July 1964

Sir,

I have the honour to confirm that it is the intention of the European Space Research Organisation (hereinafter called "the Organisation") to conduct, subject to the agreement of the Government of the French Republic, a number of firings of *Centaure* rockets from the Ile du Levant range (Special Vehicle Testing and Research Centre, hereinafter called *Ceres*), which is under the authority of the French Ministry of the Armies. I refer to the various preparatory talks which have been held between representatives of the Government of the French Republic and of the Organisation and I propose that the conditions governing these firings should be as follows :

1. The Organisation's launching programme at present provides for only two series of firings from the Ile du Levant, in October-November 1964 and March-May 1965. The provisions of this letter cover only these two series of firings of *Centaure* rockets. They may be renewed by common agreement at the end of the second series, by a further exchange of letters.

2. Subject to the following provisions and in order to make it possible to prepare and carry out the launchings and interpret the results, the Government of the French Republic shall make available to the Organisation certain equipment and facilities which are installed at the range or are under the range's authority and shall perform certain services for the Organisation.

3. The services referred to in paragraph 2 above shall include :

(a) The supply of means of military sea transport between Port-Pothuau and the Ile du Levant. In using these means of transport, the Organisation shall comply strictly with the directives issued by the commanding officer of *Ceres*;

¹ Came into force on 15 August 1964, in accordance with the terms of the said letters.

- (b) The supply of the industrial fluids necessary for the trials (electricity, compressed air, water);
- (c) The supply and operation of such facilities for launching and for the use of the range as are necessary for the trials;
- (d) Subject to the conditions set forth in paragraph 9 below, the provision of means of subsistence for personnel participating in the trials on behalf or at the request of the Organisation;
- (e) Guarding of the facilities;
- (f) Development of films and execution of calculations relating to the plotting of trajectories;
- (g) Any other minor services deemed to be necessary by common agreement.

4. The Organisation may install its own equipment and that of its research workers in so far as this equipment is compatible with that already at the range and subject to the conditions laid down in the technical specifications referred to in paragraph 5 below. The French Ministry of the Armies shall in no case be liable for the cost of such installation. The invoices relating to the above-mentioned operations shall be submitted for settlement to the Organisation.

5. The duration and dates of the firing series shall be fixed by agreement between the Organisation and the French Ministry of the Armies.

The specific programme for each series shall be fixed by agreement between the Organisation and *Ceres* in a manner and within time-limits compatible with the methods as they are defined in the Instructions for the Preparation and Conduct of Test Series at *Ceres*.

The technical specifications for the facilities to be used shall be established by agreement between the Organisation and *Ceres* not less than two months before the start of each series.

Trial directions, describing in detail all the operations to be carried out before, during and after the launching, and the technical instructions relating to the use of the equipment shall be drawn up not less than one month before the date fixed for each launching. They shall, if necessary, make a distinction between operations which are the responsibility of the Organisation and those which are the responsibility of the Government of the French Republic. They shall be drawn up directly by the representative of the Organisation responsible for the trials and the commanding officer of *Ceres*, whom the Organisation shall provide with all the documents and information that he considers necessary for drawing up the trial directions. The directions shall in all cases fix a safety radius for each trial.

6. The Organisation shall be responsible for the preparation of the rockets, for checking and testing prior to their launching, for their launching and for their performance in accordance with the conditions laid down when the safety radius is fixed. It shall be required to comply strictly with the special security regulations transmitted to it by the commanding officer of *Ceres*.

7. The French Government, represented by the commanding officer of *Ceres*, shall be responsible for :

- (a) Security on the range and in the impact area defined by the safety radius;

- (b) The choice of the angle of launching (angle of elevation and azimuth);
- (c) The authorization of the launching;
- (d) The decision to destroy the rocket in flight for safety reasons, if necessary. If the rocket is so destroyed, the Organisation shall not be entitled to claim any compensation.

The French Government shall not be liable if the whole or part of a vehicle goes outside the established safety radius for a reason not attributable to the operation of the range.

8. Trials other than those of the Organisation may be conducted at *Ceres* during the periods envisaged for the Organisation's firing series. In order to preserve the classified nature of these trials, temporary restrictions may, as an exceptional measure, be placed on the presence at the range of agents of the Organisation and scientific research workers. These restrictions shall be provided for in the trial directions referred to in paragraph 5 above. In addition, certain areas or installations which are not necessary for the conduct of the Organisation's firing series may be declared prohibited by the commanding officer of *Ceres* without prior notice.

9. In order to gain access to the facilities of *Ceres*, agents of the Organisation and scientific research workers (hereinafter called "the personnel") shall be in possession of a special personal pass issued by the Department of Research and Test Facilities under the authority of the French Ministry of the Armies. These passes shall be requested by the Organisation, which shall provide, not less than fifty days before the start of a series, a list of the personnel for whom access to the range is requested.

Personnel holding the above-mentioned passes shall have access to the range facilities necessary for the preparation and conduct of the Organisation's firings. If the personnel should need to have access to certain areas for which a special pass is necessary, only persons who have obtained such a special pass from the commanding officer of *Ceres* shall have access to the areas in question.

The Organisation undertakes to request access to *Ceres* only for the personnel strictly necessary for the preparation and conduct of its firings.

10. The personnel authorized to stay at *Ceres* shall have access to the restaurants for *Ceres* personnel in the same category. Within the limits of the places available, *Ceres* shall provide them with accommodation. The number of places to be made available to the Organisation shall be fixed twenty days before the start of the series by the commanding officer of *Ceres*.

The cost of board and lodging shall not be included in the services provided by the French Government and shall be reimbursed directly to the manager of the *Ceres* accommodation service.

11. The Organisation shall arrange for the transport of its personnel and supplies and equipment at the range. The number and category of vehicles shall be subject to approval by the commanding officer of *Ceres*.

12. Failure on the part of members of the personnel to comply with the various instructions and regulations in force at the range may lead, at the decision of the commanding officer of *Ceres*, to the withdrawal of their passes referred to in paragraph 9 above.

13. The Organisation undertakes to pay the French Government a fee for each vehicle launched. This fee shall be fixed uniformly at ninety thousand (90,000) francs. It shall apply to the vehicles launched during the first two series planned by the Organisation. If after those two series the parties decide to renew their agreement, they may change the amount of fee by an exchange of letters.

14. All the data collected in connexion with the firings shall be the property of the Organisation or of the scientific research workers.

15. Each of the parties shall be responsible for any injury, loss or damage resulting from the performance, misperformance or non-performance of the functions vested in it by this letter and the documents referred to in paragraph 5 above.

The Organisation shall cover its liabilities by taking out, with a company approved by the French Government, an insurance policy including an appropriate guarantee for any damage caused by reason of or in connexion with the trials to civil or military personnel or property of the French State or to the persons or property of third parties. The terms of this insurance policy shall be fixed after consultation with the French Government. The Organisation shall provide the French Government with a certified true copy of the insurance policy or policies so taken out.

16. The equipment and materials imported for use by the Organisation during the firing series covered by this letter shall be treated under the system of temporary admission without bond.

17. Any dispute arising out of the interpretation or application of this agreement which cannot be settled directly between the parties may be submitted by either party to an arbitral tribunal. If one of the parties intends to submit a dispute to arbitration, it shall notify the other to that effect.

The French Government and the Organisation shall each appoint one member of the tribunal. The members so appointed shall choose a third member, who shall act as president.

If within the three months following the date of notification in accordance with the first paragraph of this section, one of the parties has failed to appoint an arbitrator under the terms of the second paragraph of this section, the arbitrator shall be chosen at the request of the other party, by the President of the International Court of Justice. The same procedure shall be followed at the request of either party if within the month following the appointment of the second arbitrator the first two arbitrators are unable to agree on the appointment of the third.

The tribunal shall determine its own procedure. The law applicable by the tribunal shall be French law.

The tribunal's decision shall not be subject to appeal; it shall be final and binding on both parties. If there is a dispute concerning the meaning or scope of the decision, it shall be interpreted by the tribunal at the request of either party.

Each party shall be responsible for the remuneration and other expenses of its arbitrator and for the expenses involved in the preparation of its own dossier.

The cost of remunerating the third arbitrator and all expenses of a general nature arising out of the arbitration shall be divided equally between the parties. The tribunal shall keep a record of all these expenses and furnish a final statement thereof.

18. Before the entry into force of the Protocol on the Privileges and Immunities of the Organisation, signed on 31 October 1963, the French Government may also submit to the arbitral tribunal referred to in section 17 above disputes relating to damage resulting from the activities of the Organisation provided for in this letter or involving any non-contractual obligation of the Organisation.

Upon the entry into force of the aforesaid Protocol,¹ article 26 of the Protocol shall become applicable to the above-mentioned disputes.

I have the honour to request you to be good enough to confirm that the Government of the French Republic agrees to the foregoing provisions. This letter and your reply will constitute an agreement concerning the two series of firings of *Centaure* rockets from the Ile du Levant planned by the Organisation.

Accept, Sir, the assurances of my highest consideration.

Pierre AUGER
Director-General

The Minister for Foreign Affairs
Paris

II

FOREIGN AFFAIRS
The Minister

No. 286/QS

10 August 1964

Sir,

I have the honour to acknowledge receipt of your letter of 30 July 1964, which reads as follows :

[See letter I]

I have the honour to inform you that the Government of the French Republic agrees to the provisions of your letter. That letter and this reply will constitute, as you propose, an agreement concerning the two series of firings of *Centaure* rockets from the Ile du Levant planned by the European Space Research Organisation. I suggest that this agreement, in the absence of any objection on your part, should enter into force on 15 August 1964.

Accept, etc.

M. COUVE DE MURVILLE

The Director-General of CERS-ESRO
Paris

¹ According to the information provided by the European Space Research Organisation, this Protocol has not yet entered into force.