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AUSTRALIA
and
UNITED STATES OF AMERICA

**Exchange of notes constituting an agreement concerning
the Stratosphere-Troposphere Exchange Project. Can-
berra, 5 January 1987**

Authentic text: English.

Registered by Australia on 10 December 1987.

AUSTRALIE
et
ÉTATS-UNIS D'AMÉRIQUE

**Échange de notes constituant un accord concernant un pro-
jet relatif aux échanges stratosphère-troposphère. Can-
berra, 5 janvier 1987**

Texte authentique : anglais.

Enregistré par l'Australie le 10 décembre 1987.

EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹
BETWEEN THE GOVERNMENT OF AUSTRALIA AND THE
GOVERNMENT OF THE UNITED STATES OF AMERICA
CONCERNING THE STRATOSPHERE-TROPOSPHERE
EXCHANGE PROJECT

I

MINISTER FOR SCIENCE
PARLIAMENT HOUSE
CANBERRA

5 January 1987

Your Excellency,

I have the honour to refer to discussions held between representatives of our two Governments concerning the conduct in northern Australia and adjacent oceanic areas during January and February, 1987, of a program of meteorological experiments known as the Stratosphere-Troposphere Exchange Project (the "Project"). The Project shall be conducted by designated agencies of each Government, identified in paragraph 2 below, which shall consult and co-operate as necessary in relation to the Project.

It is proposed that the Project be carried out in accordance with the following:

1. The objective of the Project is the exclusive meteorological one of collection and analysis of data on the movement of air from the troposphere into the stratosphere and within the lower stratosphere. This is part of a long-term study to better understand and assess the effects of human activities on the ozone layer consistent with the Vienna Convention for the Protection of the Ozone Layer, done at Vienna on 22 March 1985.² In particular, the Project will assist in seeking an explanation for the extreme dryness of the stratosphere.

2. On the part of the Government of Australia the co-operating agency shall be the Bureau of Meteorology ("the Bureau"). On the part of the Government of the United States of America, the co-operating agency shall be the National Aeronautics and Space Administration ("NASA").

3. The Government of the United States shall provide to the Government of Australia, and to all other countries in whose airspace the NASA ER-2 aircraft will operate, full details of activities under the Project. In addition, the Government of the United States shall provide to the Government of Australia such other information as is necessary for the Government of Australia to meet its obligations under this Agreement.

4. The Government of the United States shall, in accordance with international practice, obtain the necessary overflight clearances from any third State in whose airspace its aircraft may operate in carrying out Project experiments.

¹ Came into force on 5 January 1987, the date of the note in reply, in accordance with the provisions of the said notes.

² United Nations, *Treaty Series*, vol. 1513, No. I-26164.

5. Within Australia's territorial jurisdiction, the Project shall be conducted in accordance with the laws and regulations of Australia. The Government of Australia shall facilitate compliance by NASA with Australian laws and regulations.

6. The co-operating agencies shall seek to co-ordinate the Project with the Australian Monsoon Experiment (AMEX) and with other related airborne experiments to be conducted in the same region at the same time, with a view to the generation of large, complementary data sets, each of which can aid the other experiment both in operations and in post-mission analysis.

7. In undertaking the Project, NASA shall use its best efforts to provide its ER-2 aircraft carrying state-of-the art meteorological instrumentation and shall provide an automated digital satellite display system and at least 700 Vaisala RS 80-15P radiosondes for deployment by the Bureau at seven temporary observing sites.

8. The Government of Australia shall use its best efforts to:

- (a) Provide hangar space at the Royal Australian Air Force Base, Darwin, for the NASA ER-2 aircraft engaged in the Project and suitable working accommodations for the ER-2 pilots and scientists engaged in the Project;
- (b) Secure, in advance, alternative landing sites for the NASA ER-2 aircraft in the event that it is not possible for this aircraft to land at Darwin;
- (c) Make arrangements with the authorities at the Royal Australian Air Force Base, Darwin, for any special requirements for the deployment of ER-2 aircraft; and
- (d) Protect United States equipment admitted into Australia in connection with activities under this Agreement.

9. The Bureau shall use its best efforts to:

- (a) Install and operate radar data links between Darwin and four remote radar sites which have been jointly determined by the two co-operating agencies and relay the resultant data in real-time, to a central facility in Darwin where it shall be displayed on a screen provided by the Bureau;
- (b) Provide to NASA in real time, data from the Bureau's routine radiosonde network and the seven temporary observing sites; and
- (c) Assist NASA in the acquisition of data from the Japanese Geostationary Meteorological Satellite.

10. Each co-operating agency shall provide to the other, from the data generated by the Project, such data as the other agency may request for scientific studies it may wish to carry out.

11. The results of all studies referred to in paragraph 10 above shall be made available without restriction to both agencies.

12. The data and the results of studies undertaken by either co-operating agency on the basis of those data shall be made available to the international scientific community in general.

13. Each co-operating agency shall have a royalty-free right to reproduce or use the results of the studies referred to in paragraph 10 above for its own

purposes where the owner or potential owner of the copyright is either the other agency or the Government with which that agency is associated.

14. Each co-operating agency may release to the public information concerning the nature and extent of its role in the Project. The co-operating agencies shall not, however, make publicly available information on the activities of the other agency in relation to the Project without first consulting that agency.

15. Each Government shall bear its own costs in conducting the Project, including costs associated with the support of operating personnel and the movement of equipment. It is understood that the ability of the two Governments to carry out their obligations under this Agreement is subject to their respective funding procedures.

16. The Government of Australia shall, in accordance with its laws, regulations and procedures, facilitate the admission into and exit from Australia of persons not normally resident in Australia employed or engaged as staff, consultants or contractors by the Government of the United States or its co-operating agency in connection with the activities under this Agreement.

17. The Government of Australia shall not require that the Government of the United States pay air navigation charges including landing and parking fees for the NASA ER-2 aircraft in connection with the activities under this Agreement.

18. The Government of Australia shall facilitate the admission into Australia of all equipment, materials, supplies and other property provided by or on behalf of the Government of the United States in connection with activities under this Agreement. No duties, taxes or like charges shall be levied on such property of a scientific nature which is certified by the Government of the United States to be imported for use in such activities.

19. (a) Neither the Government of Australia, nor the Government of the United States shall make claims against the other for any injury to, or death of, its employees, its contractors or subcontractors or their employees, or for any damage to its property or the property of its contractors or subcontractors, resulting from activities carried out under this Agreement, whether such injury, death or damage arises through negligence or otherwise.

(b) The Government of the United States shall be responsible for and pay or compensate meritorious third party claims, including claims brought against the Government of Australia, for personal injury (including death) or damage to, or loss of, property caused by NASA, its employees, contractors or subcontractors beyond or within Australia's territorial jurisdiction, resulting from activities of the Government of the United States carried out under this Agreement. The Government of Australia recognizes that any payments required of the Government of the United States shall be contingent upon the appropriation of specific funds for this purpose by the Congress of the United States. For the purpose of this sub-paragraph, meritorious claims include judgements awarded by Courts of competent jurisdiction.

(c) If any claim, demand, or legal action is brought against the Government of Australia for any death, injury, damage or loss, referred to in sub-paragraph *b*) of this paragraph, the Government of Australia agrees to notify the Government of the United States within one calendar month of the receipt thereof. The Government of the United States shall be afforded the opportunity to assist the

Government of Australia in the defense of any such action by providing information and advice.

20. The Governments shall, at the request of either, consult each other with a view to resolving any difficulties that arise in the implementation of this Agreement and to consider any proposal to amend this Agreement.

I have the honour to propose that, if the foregoing is acceptable to the Government of the United States, this Note and your confirmatory Note in reply shall together constitute an Agreement between the Government of Australia and the Government of the United States of America on the matter, which shall enter into force on the date of your reply and shall remain in force for 10 years.

I avail myself of this opportunity to extend to Your Excellency the assurance of my highest consideration.

[Signed]

BARRY O. JONES

II

EMBASSY OF THE UNITED STATES OF AMERICA

January 5, 1987

Sir,

I have the honor to refer to your note of January 5, 1987, which reads as follows:

[See note I]

I have the honor to inform you that the foregoing is acceptable to the Government of the United States of America and to confirm that your Note and this confirmatory Note in reply shall together constitute an Agreement on the matter between the Government of the United States of America and the Government of Australia, which shall enter into force on the date of this reply and shall remain in force for 10 years.

Accept, Sir, the assurances of my highest consideration.

[Signed]

LAURENCE WILLIAM LANE, Jr.
American Ambassador to Australia

The Honorable Barry O. Jones, M.P.
Minister of Science