

# UNITED STATES NAVAL COMMUNICATION STATION AGREEMENT.

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No. 30 of 1963.

An Act to approve an Agreement between the Government of the Commonwealth of Australia and the Government of the United States of America relating to the establishment of a United States Naval Communication Station in Australia.

[Assented to 31st May, 1963.]

[Date of commencement, 28th June, 1963.]

**B**E it enacted by the Queen's Most Excellent Majesty, the Senate, and the House of Representatives of the Commonwealth of Australia, as follows:—

Short title.

1. This Act may be cited as the *United States Naval Communication Station Agreement Act 1963*.

Approval of  
agreement.

2. The agreement dated the ninth day of May, One thousand nine hundred and sixty-three, between the Government of the Commonwealth of Australia and the Government of the United States of America relating to the establishment of a United States Naval Communication Station in Australia (being the agreement a copy of which is set out in the Schedule to this Act) is approved.

## THE SCHEDULE.

Section 2.

AGREEMENT BETWEEN THE GOVERNMENT OF THE COMMONWEALTH  
OF AUSTRALIA AND THE GOVERNMENT OF THE UNITED STATES  
OF AMERICA RELATING TO THE ESTABLISHMENT OF A UNITED  
STATES NAVAL COMMUNICATION STATION IN AUSTRALIA

The Government of the Commonwealth of Australia (in this Agreement called "the Australian Government") and the Government of the United States of America (in this Agreement called "the United States Government"),

Recalling the Security Treaty which was concluded at San Francisco between Australia, New Zealand and the United States of America on the first day of September, 1951;

Noting, in particular, Article II of that Treaty which provides that the parties thereto will separately and jointly maintain and develop their individual and collective capacity to resist armed attack;

Desiring to co-operate further in efforts for collective defence and for the preservation of peace and security;

Considering that the establishment, maintenance and operation of a United States naval communication station in Australia will materially contribute to that end; and

Considering that the two Governments are entering into an Agreement concerning the Status of United States Forces in Australia, which Agreement is to be read with this Agreement;

**Have agreed as follows:**

## Article 1

In accordance with the terms and conditions set out in this Agreement, the United States Government may establish, maintain and operate a naval communication station (in this Agreement called "the station") at North West Cape in the State of Western Australia.

## Article 2

The Australian Government will acquire such land as is required for the purposes of the station. All land so acquired will remain vested in the Australian Government, which will for the duration of this Agreement grant to the United States Government all necessary rights of access to, and of exclusive use and occupancy of, such land.

### Article 3

(1) The two Governments will consult from time to time at the request of either Government on any matters connected with the station and its use.

(2) Except with the express consent of the Australian Government, the station will not be used for purposes other than purposes of defence communication, and appropriate Australian authorities nominated by the Australian Government shall at all times have access to the station.

### Article 4

The communication services of the station will be available to the Australian armed forces in accordance with technical arrangements made by the co-operating agencies of the two Governments.

## Article 5

At all stages in the construction and maintenance of the station, the maximum practicable use will be made of Australian resources. Arrangements for giving effect to this Article shall be as determined from time to time by the two Governments.

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THE SCHEDULE—*continued.*

*Article 6*

The Australian Government will, jointly with the Government of the State of Western Australia, appoint a Civil Commissioner at Exmouth, who will have such functions as those Governments may vest in him and will represent them in such matters as they may determine.

*Article 7*

Consistently with this Agreement, the United States Government will conform to the provisions of applicable Commonwealth and State laws and regulations, including quarantine laws and industrial awards and determinations, and United States personnel will observe those laws and regulations.

*Article 8*

The United States Government will retain title to equipment, materials, supplies and other property brought into or acquired in Australia by it or on its behalf for the purposes of the station. The United States Government may remove or dispose of such property outside Australia at its own expense and free from export duties or related charges, upon the termination of this Agreement or sooner. However, such property shall not be disposed of within Australia except under conditions to be agreed on by the two Governments.

*Article 9*

(1) Income derived wholly and exclusively from performance in Australia of any contract with the United States Government in connection with the project by any person or company (other than a company incorporated in Australia) being a contractor, sub-contractor, or one of their personnel, who is in or is carrying on business in Australia solely for the purpose of such performance, shall be deemed not to have been derived in Australia, provided that it is not exempt, and is brought to tax, under the taxation laws of the United States. Such contractors, sub-contractors and personnel, and the dependants of any of the above other than those persons who, immediately before becoming dependants, were and at all times thereafter have continued to be ordinarily resident in Australia, will not be subject to Australian tax in respect of income derived from sources outside Australia.

(2) Where the legal incidence of any form of taxation in Australia depends upon residence or domicile, periods during which such contractors, sub-contractors, personnel and dependants are in Australia solely in connection with the establishment, maintenance or operation of the station shall not be considered as periods of residence therein, or as creating a change of residence or domicile, for the purposes of such taxation.

(3) Personal property which is situated in Australia solely by reason of such contractors, sub-contractors, personnel and dependants being in Australia, or carrying on business in Australia, wholly and exclusively in connection with the performance in Australia of a contract or contracts with the United States Government in connection with the project shall, in respect of the holding by, transfer by reason of the death of, or transfer to or by, those persons or companies, be exempt from taxation under the laws of the Australian Government relating to estate and gift duty.

(4) The last preceding paragraph shall apply only if the property concerned is subject, and is brought, to taxation under the laws of the United States relating to estate or gift tax, and shall not apply in relation to—

- (a) property held as, or for the purpose of, an investment;
- (b) intangible property registered, and copyright subsisting, in Australia; or
- (c) property held in connection with the carrying on in Australia of any business not otherwise referred to in this Article.

(5) A person or company shall not be disqualified from being a contractor, sub-contractor or one of their personnel in respect of whom this Article applies by reason only of the contractor or sub-contractor having undertaken the performance in Australia of a contract for the United States Government in connection with a project, other than the station, agreed upon by the two Governments.

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THE SCHEDULE—*continued.*

*Article 10*

(1) The Australian Government will facilitate the admission into and removal from Australia of equipment, materials, supplies and other property which are certified by the United States Government to be imported for use in the construction, maintenance or operation of the station and which it is certified at the time of entry are or will become the property of the United States Government. No duties, taxes or charges, except charges for services requested and rendered, will be levied or imposed on such items.

(2) Exemption from sales tax will be allowed by the Australian Government in respect of equipment, materials, supplies and other property purchased in Australia which the United States Government certifies are for use in the construction, maintenance or operation of the station and not for resale, provided that such equipment, materials, supplies and other property will become the property of the United States Government prior to use in Australia.

(3) The United States Government will be entitled to receive from the Australian Government the amount of any duties, taxes, or other charges (not being charges for services requested and rendered) which may have been imposed or levied in respect of equipment, materials, supplies or other property which have been incorporated in the station or wholly consumed on the site in the construction of the station or which, having been brought from the United States expressly for use on the site in the construction of the station, have been exclusively so used and are exported from Australia at or before the completion of the station.

*Article 11*

The United States Government may lease from the Australian Government communication services within Australia and to overseas destinations and may establish and operate radio circuits as required for the passing of defence communications. The radio frequencies, powers, bandwidths and other technical details will be agreed upon by the co-operating agencies of the two Governments. The United States Government will take all practicable measures to keep to a minimum all types of electronic interference from its radio transmitters. Such measures shall, pursuant to the International Radio Regulations, Geneva, 1959, be particularly applicable in the case of harmful interference to established radio services.

*Article 12*

In cases in which the Australian Government or the Government of the State of Western Australia is required to pay claims for which it is liable under Australian law arising out of the operations or activities of the United States Government or United States personnel who are in Australia for the purposes of this Agreement, the appropriate authorities of the United States Government will seek necessary legislative authority to reimburse the Government concerned.

*Article 13*

The Australian national flag will be flown on a separate and adjacent flagstaff whenever the United States flag is flown at the station.

*Article 14*

Except as otherwise provided in this Agreement, the construction, maintenance and operation of the station will be without cost to the Australian Government. The Australian Government will reimburse the United States Government for such expenses as the co-operating agencies of the two Governments agree should be met by Australia for the use of the station by its forces.

*Article 15*

Technical arrangements implementing this Agreement shall be made by the co-operating agencies of the two Governments. On the part of the Australian Government, the co-operating agency will be the Department of Defence. On the part of the United States Government, the co-operating agency will be the Department of the Navy.

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THE SCHEDULE—*continued.*

*Article 16*

(1) This Agreement shall be subject to approval by the two Governments and shall enter into force on the date on which they exchange instruments notifying such approval.

(2) The Agreement shall remain in force for at least twenty-five years and thereafter until the expiration of 180 days from the date on which one Government gives to the other Government notice in writing that it desires to terminate the Agreement.

In witness whereof the undersigned, duly authorised by their respective Governments, have signed this Agreement.

Done at Canberra, in duplicate, this ninth day of May, One thousand nine hundred and sixty-three.

G. E. BARWICK

FOR THE GOVERNMENT OF THE COMMON-  
WEALTH OF AUSTRALIA

WM. C. BATTLE

FOR THE GOVERNMENT OF THE UNITED  
STATES OF AMERICA

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