



*United States–Spain Treaties in Force,  
January 1, 2009*

**Agreement on Space Cooperation**

**Agreement effected by Exchange of Memoranda  
Signed at Madrid August 31 and September 4, 1984**

TIAS 11067



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STATUS:

Agreement Between the UNITED STATES OF AMERICA and SPAIN  
Effected by Exchange of Memoranda  
Signed at Madrid August 31 and September 4, 1984

SPACE COOPERATION

TEXT:

[FOREIGN LANGUAGE TEXT OMITTED]

UNITED STATES-SPANISH COUNCIL JOINT COMMITTEE FOR POLITICO-  
MILITARY ADMINISTRATIVE AFFAIRS MADRID

OFFICE OF THE U. S. CO-CHAIRMAN

4 September 1984

PMAA (US) No: 495

MEMORANDUM FOR THE JOINT COMMITTEE FOR POLITICO-MILITARY  
ADMINISTRATIVE AFFAIRS

SUBJECT: Agreement on Space Cooperation between The United States of America and  
Spain

I. We refer to your Memorandum number 669 of 31 August 1984, which translated into  
English reads as follows:

AGREEMENT ON SPACE COOPERATION BETWEEN THE UNITED STATES OF  
AMERICA AND SPAIN

In implementation of the provisions of the Agreement on Friendship, Defense and  
Cooperation signed July 2, 1982, (1) the United States of America and Spain, desiring to  
increase the cooperation in the space field which they have been carrying out for a long  
time, and in consideration of the scientific benefits which the new generation of manned  
space vehicles, generically denominated as "space shuttle", signifies for the exploration  
and utilization of outer space for peaceful purposes, agree as follows:

NOTES

(1) TIAS 10589.



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1. Manned space vehicles of the United States of America may, subject to the norms of this Agreement, overfly, enter and depart Spanish air space and use the support installations (IDAs), including runways, at Rota Naval Base and Zaragoza and Moron Air Bases, in case of emergency which would preclude them from reaching their point of destination.
2. In order to make use of the referenced authorization, the authorities of the United States of America, through the PMAA, shall submit the corresponding request for each flight at least 90 days in advance of the anticipated launch date.
3. The request presented by the U.S. side of the PMAA shall specify:
  - a) Each flight's mission or missions, briefly described, specifying whether it has the character of operational support or research. As appropriate, the information which is provided will be subject to the norms established in the General Security of Military Information Agreement signed March 12, 1984. (1)
  - b) The dates scheduled for the initiation and termination of the flight.
  - c) The Spanish base or bases whose use is foreseen.
  - d) The specific measures which might have to be adopted in Spain before, during and after the flight, in relation to this Agreement, with an indication of their tentative dates.
  - e) The timetables for those orbits for which the base or bases in question might be used.
  - f) The specific handling procedures for any radioactive and hazardous materials that may be present on the flight, within the context of this Agreement.

NOTES

(1) TIAS 10962.

4. The Spanish authorities shall reply 60 days before the launch of the manned space vehicle.
5. The Spanish Government reaffirms its policy in relation to nuclear armament and material contained in the Exchange of Notes of July 2, 1982. The Government of the United States of America reaffirms to the Government of Spain its long-standing obligation not to place in orbit around the earth any objects carrying nuclear weapons or



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any other kinds of weapons of mass destruction, install such weapons on celestial bodies, or station such weapons in outer space in any other manner.

6. Independent of specific missions of the space shuttle, the Government of the United States may undertake necessary preparations required to support the objectives contained in Article 1 of this Agreement on any of the bases described in said Article, upon approval of the PMAA of the extent of such preparations.

The Government of Spain shall not be obliged to acquire or compensate private interests, and shall not be held liable for costs incurred as a result of the authorizations granted pursuant to Articles 3.d) and 6.

7. Personnel whose entry into Spain is authorized by the Spanish authorities for the purposes contemplated in this Agreement, shall be employees of the U.S. Government or its contractors and shall not exceed 400 persons, all of whom shall be U.S. or Spanish citizens. Their stay in Spain for these operations shall not exceed 90 days. A list of the names of these personnel shall be provided sufficiently in advance to the Spanish authorities through the PMAA.

Personnel of the U.S. Government and its contractors involved in the operation shall be authorized to enter and depart Spain upon presentation of a passport and appropriate identification, without a visa. These personnel will not have the "status" of "Member of the Force" or "civilian component" as defined in the current Agreement on Friendship, Defense and Cooperation between the United States of America and Spain, Complementary Agreement Five and its annexes.

Except in special cases, which must be previously authorized by the Spanish side of the PMAA, citizens of third countries are not included in the personnel to which this Article refers.

8. It shall be the responsibility of the Spanish Base Commander to make appropriate arrangements for the external protection of the space vehicle and its payloads within the base, accepting cooperation from the United States Forces for this purpose, unless the space vehicle and its payloads are placed in a support installation (IDA), in which case their security and protection shall be the responsibility of the United States Forces.

9. In regard to fiscal and customs matters, the provisions of Article 18 of Complementary Agreement Seven of the Agreement on Friendship, Defense and Cooperation between the United States of America and Spain shall apply.

10. In accordance with the procedures established by the Convention on International Liability for Damages Caused by Space Objects, (1) the Government of the United States



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shall be liable to pay compensation for all damages to persons and loss of property caused by the activities conducted pursuant to this Agreement.

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(1) TIAS 7762; 24 UST 2389.

In every case, prior to definitive determination of any claim, the concurrence of the PMAA will be obtained. Further, the Government of the United States shall adopt the necessary measures for the reimbursement of claims for damages caused by activities conducted pursuant to this Agreement that have been adjudicated by the Spanish courts, and brought against and paid by the Government of Spain.

11. The Governments of the United States and Spain note that there are a number of promising areas for joint efforts to strengthen their cooperation in science and technology under the auspices of the US-Spain Joint Committee. They agree to consider specific projects in these areas, including those relating to scientific research, remote sensing, and the utilization of outer space which would require the services of the space vehicle.

This Memorandum and the corresponding Memorandum of reply, explicitly stating agreement with the norms specified, shall constitute an Agreement on this matter, which will enter into force on the date of the Memorandum of reply and which will remain in force coterminous with the Agreement on Friendship, Defense and Cooperation of July 2, 1982.

II. We wish to inform you that the Government of the United States of America agrees that your Memorandum and this reply thereto shall constitute an Agreement between our two Governments, effective on this date. The English and Spanish language texts of this Agreement shall be equally authentic.

SIGNATORIES:

Jack R. Binns  
U.S. Diplomatic Co-Chairman

Joseph P. Franklin  
Major General, USA  
U.S. Military Co-Chairman