

DEPARTMENT OF INTERNATIONAL RELATIONS AND COOPERATIONS**NO. 622****03 JUNE 2016**

It is hereby published for general information that the Minister of International Relations and Cooperation has, in terms of section 4(3) of the Diplomatic Immunities and Privileges Act, 2001 (Act No. 37 of 2001), recognised the Centre National d'Etudes Spatiales (CNES) as a representative of the French Republic, for the purposes of section 4(2)(b) of the Act as set out in the Schedule hereto.

MINUTE

In accordance with section 4(3) of the Diplomatic Immunities and Privileges Act 37 of 2001 ("the Act"), I hereby recognise the Centre National d'Études Spatiales (CNES) as a representative of the French Republic, for the purposes of section 4(2)(b) of the Act.

In accordance with section 7(1) of the Act, the immunities and privileges conferred to the CNES are provided for in the Protocol between the Government of the Republic of South Africa and the Government of the French Republic concerning the use of the Facilities at Hartebeesthoek that entered into force on 12 May 2015.



MAITE NKOANA-MASHABANE

Minister of International Relations and Cooperation

Date: 17 May 2016

**PROTOCOL BETWEEN THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA AND
THE GOVERNMENT OF THE FRENCH REPUBLIC CONCERNING THE USE OF THE
FACILITIES AT HARTEBEESTHOEK**

The Government of the Republic of South Africa and the Government of the French Republic, (hereinafter referred to as the "Parties"),

CONSIDERING the advantages and benefits which may be derived from cooperating in space research for peaceful purposes;

CONSIDERING the Agreement signed on 4 September 1980 between the Council for Scientific and Industrial Research (CSIR) and the Centre National d'Etudes Spatiales (CNES) concerning modification of the facilities of the Satellite Remote Sensing Centre at Hartebeesthoek to enable it to control satellites in orbit, or being placed into orbit (hereinafter referred to as "the Hartebeesthoek Station");

CONSIDERING the Protocol between the Government of the Republic of South Africa and the Government of the French Republic concerning the use of the Satellite Applications Centre at Hartebeesthoek, signed on the 6 June 1994; and

CONSIDERING that the CSIR has concluded a Business Transfer Agreement with the South African National Space Agency (hereinafter referred to as "SANSA") to cede the control and administration of the Hartebeesthoek Station.

Hereby agree as follows:

**ARTICLE 1
COMPETENT AUTHORITIES**

1. The competent authorities responsible for the implementation of this Agreement shall be:
 - (a) In the case of the Republic of South Africa, SANSA
 - (b) In the case of the Republic of France, CNES

**ARTICLE 2
EQUIPMENT AT HARTEBEESTHOEK STATION**

1. CNES shall install and operate a dual S-band and X-band Ground Station System in the Hartebeesthoek Station. That dual S-band and X-band Ground Station System, together with the existing CNES facilities and equipment located in the Hartebeesthoek Station, shall be hereinafter referred to as the "CNES Ground Station System".
2. The CNES Ground Station System shall be owned by the CNES and be used within the framework of any French, European or international space programmes in which the CNES is participating.
3. SANSA shall provide hosting and local maintenance services to the CNES Ground Station System.
4. Subject to special request of the CNES, the SANSA shall provide backup or complementary operation services out of its own antennas located on the same site, whenever their performance are compatible with the requirements of the CNES projects.

**ARTICLE 3
UTILISATION OF THE EQUIPMENT BY SANSA**

The CNES Ground Station System may also be used by the SANSA for South Africa's space programmes, under specific agreements with CNES. In that case, CNES shall still be responsible for the operation of the CNES Ground Station System.

**ARTICLE 4
PROVISIONS FOR IMPLEMENTATION, MODIFICATION AND MAINTENANCE**

The Parties herewith instruct the CNES and the SANSA respectively to make the necessary provisions for implementing, maintaining and modifying their respective ground stations in order to comply with the requirements specified in Articles 2 and 3 above.

**ARTICLE 5
RIGHT TO USE OF LAND**

The Government of the Republic of South Africa shall guarantee to CNES a right to use the land on which the CNES Ground Station System shall be established.

**ARTICLE 6
OPERATING COSTS AND MODIFICATION OF THE STATION**

1. The operating costs for services carried out under Article 2 shall be supported by the CNES. The operating costs for services carried out under Article 3 shall be supported by the SANSA. The relevant arrangements shall be determined in agreements specifying the costs to be charged.
2. Any modification of the facilities of the CNES Ground Station System at the Hartebeesthoek Station, when requested by the CNES in order to meet the needs of new programmes, shall be subject to prior approval being obtained from the SANSA and the costs of such modifications shall be borne by the CNES.
3. Any modification of the CNES Ground Station System, when requested by the SANSA in order to meet the needs of new programmes, shall be subject to prior approval being obtained from the CNES and the costs of such modifications shall be borne by the SANSA.

**ARTICLE 7
TELECOMMUNICATION**

1. At the request of the Government of the French Republic, and without prejudice on any other obligations incurred by the Republic of South Africa in terms of international agreements, the Government of the Republic of South Africa shall allow, in accordance with its laws and regulations, the use of the radio communication frequencies required for the space programmes in which the CNES is participating.
2. Circuits for long distance communication with other fixed or mobile stations shall be supplied by any supplier capable of such service and be appointed by SANSA in agreement with CNES.

**ARTICLE 8
RADIO INTERFERENCE**

The Government of the Republic of South Africa shall prohibit, as far as possible, in the vicinity of the Hartebeesthoek Station the operation of any facilities producing radio interference, such as high voltage power lines, industrial facilities, electric railway lines, mobile phone relay transmitters and aeronautical beacons.

**ARTICLE 9
TAXES AND CUSTOM DUTIES**

Subject to its laws and regulations, the South African Government shall exempt from customs duties and all taxes and vat including equipment and spare parts imported on the territory of the Republic of South Africa by the CNES (including those imported on behalf of the CNES by its contractors) for setting up, modifying and operating the CNES Ground Station System.

**ARTICLE 10
REMOVAL OF EQUIPMENT**

1. Any facilities which can be dismantled and any components which may be regarded as movable goods and which were installed by the CNES to equip the CNES Ground Station System, as well as any materials and supplies required for its operations, shall remain the property of the CNES or of any organization for which the CNES was an authorized agent.
2. The Government of the French Republic may at any time during the validity of this Protocol or within two years after its termination freely remove from South Africa all or part of the goods mentioned in the first paragraph of this Article.
3. Any problems resulting from the transport of the above-mentioned facilities, equipment, material and supplies shall be settled between the Parties.
4. The Government of the French Republic shall on behalf of CNES submit a request to the Government of the Republic of South Africa if CNES wishes to phase out or to sell its movable goods in South Africa. If such a phasing out or sale is authorized, it has to be carried out according to conditions to be agreed upon between the CNES and the SANSA.
5. The Parties have agreed not to seek any financial compensation from each other in respect of any immovable structures or facilities remaining on site after the termination of this Protocol.

**ARTICLE 11
MOBILITY OF PERSONS**

Subject to the provisions of its immigration laws and regulations, the Government of the Republic of South Africa shall provide all the necessary facilities for entry and residence in the territory of the Republic of South Africa to persons designated by the Government of the French Republic or the CNES to participate in the Ground Station System's activities.

**ARTICLE 12
SETTLEMENT OF DISPUTES BETWEEN PARTIES**

Any problems or disputes pertaining to the interpretation or application of this Protocol shall be settled amicably between the Parties by diplomatic means through negotiations, consultation, mediation or conciliation.

**ARTICLE 13
SETTLEMENT OF DISPUTES BETWEEN AGENCIES**

1. Any problems or disputes arising between the CNES and SANSA and relating to the interpretation or the application of this Protocol shall be settled amicably by them.
2. If this dispute has not been settled between the CNES or SANSA within a period of 6 months from the date on which it occurred, it shall be submitted, at the request of either the CNES or

SANSA, to an arbitral tribunal which shall be constituted of three arbitrators appointed in accordance with the Rules of Arbitration of International Chamber of Commerce (ICC).

3. The decision given by the tribunal shall be final and fully enforceable.
4. The tribunal shall adopt its own rules of procedure.
5. Subject to the Tribunal's final decision, the interim cost of arbitration shall be equally shared by the CNES and SANSA.

**ARTICLE 14
DURATION AND AMENDMENT OF THE PROTOCOL**

1. This Protocol shall be valid for a period of forty (40) years and may be extended by mutual agreement between the two Governments.
2. This Protocol may be amended by mutual consent of the Parties through an Exchange of Notes between the Parties through the diplomatic channel. Such amendment shall enter into force on the date on which the Parties have notified each other in writing that their respective internal procedures required for its entry into force have been completed.

**ARTICLE 15
ENTRY INTO FORCE**

1. This Protocol shall come into force on the date of its signature.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto by their respective Governments, have signed and sealed this Agreement in two originals in the French and English languages, all texts being equally authentic.

Done in Pretoria on 12th May.....2015



For the Government of the
Republic of South Africa

The Minister of Science and Technology



For the Government of the
French Republic

The French Ambassador to South
Africa