



Treaty Series No. 25 (2012)

Agreement

between the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the United States of America concerning a Hydroacoustic Monitoring Facility on Ascension Island

London, 3 April 2012

[The Agreement entered into force on 3 April 2012]

*Presented to Parliament
by the Secretary of State for Foreign and Commonwealth Affairs
by Command of Her Majesty
April 2012*

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**AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED
KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND AND
THE GOVERNMENT OF THE UNITED STATES OF AMERICA
CONCERNING A HYDROACOUSTIC MONITORING FACILITY
ON ASCENSION ISLAND**

The Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the United States of America, herein referred to as “the Parties,”

Noting the existence of a hydroacoustic monitoring facility operated by the United States on Ascension Island,

Noting the Government of the United Kingdom’s participation in the International Monitoring System (IMS) under development by signatories of the Comprehensive Nuclear-Test-Ban Treaty (CTBT),

Noting that a hydroacoustic monitoring facility located on Ascension Island is to be incorporated by the United Kingdom into the IMS and will provide data to the International Data Centre (IDC) of the Provisional Technical Secretariat (PTS), and

Conscious of the need to obtain recognition of each Party’s contribution toward monetary assessments from the Preparatory Commission charged with developing the IMS,

Have agreed as follows:

ARTICLE 1

References in this Agreement to the PTS or the IMS shall be understood to include the Preparatory Commission established by the Resolution of the States Signatories to the CTBT adopted on 19 November 1996.

ARTICLE 2

1. In accordance with Article 3 of this Agreement, the United States shall undertake to operate and maintain, at no expense to the United Kingdom, a hydroacoustic monitoring facility on Ascension Island to meet the United Kingdom’s requirements for inclusion of the facility in the IMS and United States monitoring requirements. Notwithstanding that the United States shall work with the PTS to operate and maintain the monitoring facility, the United Kingdom shall, as agreed by the Preparatory Commission, be the State responsible for the monitoring facility in accordance with Section A of Part I of the Protocol to the CTBT.

2. In accordance with the Agreement between the Government of the United States of America and the Government of the United Kingdom of Great Britain and Northern Ireland concerning the Extension of the Bahamas Long Range Proving Ground by the Establishment of Additional Sites in Ascension Island (“the Agreement Concerning Facilities for US Forces on Ascension Island”), signed at Washington on 25 June 1956, and the provisions of the Exchange of Notes between the two Governments regarding Expanded Use of Ascension Island, of 30 March 1973, the monitoring facility shall be regarded as authorized; and the site shall be regarded as a site provided under the terms of Article IV of the Agreement Concerning Facilities for US Forces in Ascension Island.

ARTICLE 3

To the extent that implementation of any part of this Agreement depends upon funds to be appropriated by the Congress of the United States, implementation shall be subject to the availability of such funds. Furthermore, to the extent that implementation of any part of this Agreement depends upon provision by the United States of technology and equipment, implementation shall be subject to United States export laws and regulations. The United States shall fund the operating and maintenance costs for the monitoring facility.

ARTICLE 4

The purpose of the monitoring facility shall be to provide data to the IDC and directly to the United States. For this latter purpose the United States may, at its own expense, install and maintain a separate data channel for its own purposes.

ARTICLE 5

The monitoring facility shall be operated and maintained in accordance with applicable provisions of the Technical Specifications approved by the Preparatory Commission on 13 and 16 May 1997 and 18 August 1998, the recommendations for improvements to the hydroacoustic network adopted by the Preparatory Commission on 18 August 1998, and any modifications or additions to the Technical Specifications or recommendations by the Preparatory Commission, as well as any requirements of the United States. The Parties shall take appropriate measures to ensure that the monitoring facility is certified to operate as an IMS installation. Operation, maintenance, and funding of any upgrade of the monitoring facility following certification shall be a matter of consultation and agreement between the Parties.

ARTICLE 6

The Parties shall cooperate with the PTS to provide a direct connection from the monitoring facility to the Global Communications Infrastructure (GCI) of the IDC to ensure that the monitoring facility complies with IMS requirements. Data shall be transmitted uninterrupted via the GCI, from the monitoring facility to the IDC.

ARTICLE 7

The Government of the United States shall, with regard to its performance of work in connection with the operation of the monitoring facility, respect all applicable Territorial laws and regulations and shall, as far as possible, minimize any adverse impact that the monitoring facility might have on the local environment.

ARTICLE 8

The United Kingdom shall have the right to oversee activities related to the United States' role in the operation and maintenance of the monitoring facility and shall be consulted on any changes thereto. Given its overall responsibility for the monitoring facility under the PTS, the United Kingdom shall serve as the conduit for information on the monitoring facility to the PTS.

ARTICLE 9

In accordance with relevant decisions and financial regulations, the Parties may submit coordinated requests, either independently or jointly, for a reduced assessment to the Preparatory Commission or any appropriate successor organization.

ARTICLE 10

The Parties may, subject to mutual written agreement and the availability of funds, add additional facilities and capabilities to the monitoring facility, including an infrasound monitoring facility.

ARTICLE 11

To the extent they are not inconsistent with the provisions of this Agreement, the provisions of Articles I to XXV of the Agreement Concerning Facilities for US Forces in Ascension Island shall apply *mutatis mutandis* to the monitoring facility and United

States personnel on Ascension Island in connection with the implementation of this Agreement.

ARTICLE 12

The United Kingdom shall register this Agreement in accordance with the provisions of Article 102 of the Charter of the United Nations and shall send a copy of this Agreement to the PTS.

ARTICLE 13

This Agreement shall enter into force upon signature and shall remain in force for an initial period of ten years. If, six months prior to the expiration of the initial period of ten years, neither Party has given notice of its intent to terminate the Agreement, the Agreement shall continue in force. Thereafter, either Party, upon six months' written notice to the other Party, shall have the right to terminate this Agreement at any time.

ARTICLE 14

This Agreement may only be amended by written agreement of the Parties.

IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective Governments, have signed this Agreement.

DONE at London, in duplicate, this Third day of April, 2012.

**FOR THE GOVERNMENT OF THE
UNITED KINGDOM OF
GREAT BRITAIN AND NORTHERN
IRELAND:**

**FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA:**



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