

No. 30856

**SPAIN
and
WESTERN EUROPEAN UNION**

Agreement regarding the concession of a site situated on the Torrejon Airbase (Madrid) and a building located thereon to be used as the Seat of the Western European Union (WEU) Satellite Centre (with plan). Signed at Paris on 1 December 1992

Authentic texts: Spanish, French and English.

Registered by Spain on 23 March 1994.

**ESPAGNE
et
UNION DE L'EUROPE OCCIDENTAL**

Accord relatif à la concession d'un terrain situé dans la Base aérienne de Torrejon (Madrid) et d'un bâtiment sis dessus destiné à devenir le Siège du Centre satellitaire de l'Union de l'Europe occidentale (UEO) (avec plan). Signé à Paris le 1^{er} décembre 1992

Textes authentiques : espagnol, français et anglais.

Enregistré par l'Espagne le 23 mars 1994.

AGREEMENT¹ BETWEEN THE KINGDOM OF SPAIN AND WESTERN EUROPEAN UNION (WEU) REGARDING THE CONCESSION OF A SITE SITUATED ON THE TORREJON AIRBASE (MADRID) AND A BUILDING LOCATED THEREON TO BE USED AS THE SEAT OF THE WESTERN EUROPEAN UNION (WEU) SATELLITE CENTRE

The Kingdom of Spain, further to the decision by the Western European Union (WEU) Ministerial Council in Bonn on 18 November 1991 to accept the offer made by the Kingdom of Spain, wishing to collaborate actively in the achievement of Western European Union's objectives and to place at WEU's disposal the necessary resources for the installation of the Satellite Centre whose creation was decided upon by the Western European Union Ministerial Council meeting in Vianden in the Grand Duchy of Luxembourg on 27 June 1991,

grants a concession to Western European Union (WEU), represented by its Secretary-General, Dr W van Eekelen, who accepts the land and building indicated on the attached plan by a shaded rectangle and by the figure 457 in that rectangle, situated at Torrejón (Madrid), in the military zone of the Airbase, on the following conditions:

Article 1

The concession, against consideration, shall be granted with effect from the date on which the present Agreement comes into force, for a term of ten years, renewable by tacit consent.

Article 2

The Kingdom of Spain undertakes to negotiate, in the same spirit of collaboration, any extension of the Centre's operational capacity over and above its initial capacity if that extension calls for a larger area or building.

Article 3

Western European Union (WEU) shall be entitled:

- a) to withdraw from the concession
 1. On expiry of the Centre's experimental phase specified by the Ministerial Council of Western European Union (WEU);
 2. at any other time subsequent to the abovementioned experimental phase in the event of a change in the political or technical circumstances which motivated the decision to set up the Centre.

¹ Came into force provisionally on 1 December 1992, the date of signature, and definitively on 10 January 1994, upon notification by Spain to the Secretary-General of the Western European Union of the completion of the internal formalities, in accordance with article 15.

- b) in the event of assignment of the functions associated with the Satellite Centre or of WEU's incorporation, merger or the delegation of its responsibilities, to transfer the right to the concession to any other international organization taking over its functions in the field of space-based surveillance, on condition that the Kingdom of Spain is a member of that organization and consents thereto.

Article 4

Western European Union (WEU) shall pay a rent of 0.1 million Ecus per year, at the official value of the Ecu as at 1 January each year. The rent may be reviewed by common consent, and within the limits of inflation, at the initiative of either party, after the end of the experimental phase or, more generally, in the event of a change to any of the key elements of this agreement.

Article 5

The Kingdom of Spain shall, by mutual agreement with the Centre's Management, and at a total price for WEU of 321,000,000 pesetas (three hundred and twenty-one million) payable after acceptance of the refurbished building, ensure:

- the fitting out of the building, as specified in Chapter 3 of the official offer made by the Kingdom of Spain to Western European Union (WEU),
- the supply and installation of the internal security measures described in paragraph 1.8.1 and in Chapter 4 of the said offer,
- the supply and installation of office furniture and equipment as listed in Chapter 1, section 1.8, and
- the supply and installation of communications equipment, to include:
 - a. connection to the public system of a low-speed network for fax machines, telephones and electronic messaging,
 - b. the installation of an internal high-speed network.

Article 6

The Kingdom of Spain undertakes to provide a ten-year guarantee for the refurbishment and installation work carried out on the building and a one-year guarantee for the furniture and equipment supplied, with effect from the date of the minute referred to in Article 7. This guarantee will cover faults or imperfections in the work, furniture or equipment but shall exclude maintenance, wear and tear and operating costs.