

(3) When the Real Time Telemetry Station is not required for operations with German satellites or satellites launched by way of international co-operation involving Germany, it shall be available to Canada for operations with other scientific satellites.

ARTICLE 7

(1) The Real Time Telemetry Station shall be supplied by the Federal Republic of Germany. The installation of the Station including its antenna, foundations, and any necessary access roads, and any subsequent major repairs of, additions to or modifications of the station shall be carried out by the Federal Republic of Germany.

(2) Canada will provide a mutually agreed location for the station and will connect it to a source of electrical power. Canada will assist as necessary and appropriate in those tasks undertaken by the Federal Republic of Germany in accordance with Paragraph 1 of this Article, and will be reimbursed for the resultant costs, excluding supervisory and administrative costs.

(3) There shall be a final inspection of the station carried out by German representatives in the presence of technical personnel of the CRR who shall at the same time be familiarized with the station.

ARTICLE 8

(1) The operation, maintenance, and ordinary repair of the station shall be the responsibility of Canada and shall be carried out according to the detailed instructions of a designated German agency.

(2) German representatives shall make periodic inspections and have free access to the station at any time for the purpose of carrying out this agreement.

(3) The Federal Republic of Germany will normally supply all operational and maintenance materials and instructions. In an emergency Canada will if possible supply any needed materials on a reimbursable basis.

ARTICLE 9

(1) During periods of time when the station is operated by Canada at German requests, the Federal Republic of Germany shall reimburse Canada for actual and agreed costs of operation, maintenance and repair, excluding supervisory and administrative costs, as determined by normal Canadian accounting practices. Such costs shall be determined annually on a mutually agreeable date, and shall be payable in Canadian dollars, but shall not exceed Canadian \$3,000 in any such year.

(2) During periods of time when the operations of the station are for Canadian purposes as provided in paragraph 3 of Article 6 above, no reimbursement will be made.

PART III

GENERAL PROVISIONS GOVERNING THE IMPLEMENTATION OF THE AGREEMENT

ARTICLE 10

(1) The term "German personnel" in this Article and Article 11 of the present Agreement, means: personnel (including persons who are not German