

SPACE



Treaty Series No. 9 (1973)

## Exchange of Notes

between the Government of the  
United Kingdom of Great Britain and Northern Ireland  
and the Government of the United States of America

confirming the Conditions under which

Launches and associated Services for

United Kingdom Satellites will be

furnished by the National

Aeronautics and Space Administration

Washington, 17 January 1973

[The Agreement entered into force on 17 January 1973]

*Presented to Parliament*

*by the Secretary of State for Foreign and Commonwealth Affairs*

*by Command of Her Majesty*

*April 1973*

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**EXCHANGE OF NOTES  
BETWEEN THE GOVERNMENT OF THE UNITED KINGDOM  
OF GREAT BRITAIN AND NORTHERN IRELAND AND THE  
GOVERNMENT OF THE UNITED STATES OF AMERICA  
CONFIRMING THE CONDITIONS UNDER WHICH LAUNCHES  
AND ASSOCIATED SERVICES FOR UNITED KINGDOM  
SATELLITES WILL BE FURNISHED BY THE NATIONAL  
AERONAUTICS AND SPACE ADMINISTRATION**

No. 1

*The Secretary of State of the United States of America to  
Her Majesty's Ambassador at Washington*

*Department of State,  
Washington.*

*January 17, 1973.*

Excellency:

I have the honor to refer to the Memorandum of Understanding between the National Aeronautics and Space Administration (NASA) of the United States of America and the Department of Trade and Industry (DTI) of the United Kingdom of Great Britain and Northern Ireland, dated December 18, 1972, concerning the conditions under which launches and associated services for United Kingdom satellites will be furnished by NASA on a reimbursable basis.

The Memorandum of Understanding, the text of which is enclosed as Annex 1 to this Note, provides inter alia that it shall be subject to confirmation by the Government of the United States and the Government of the United Kingdom through an exchange of diplomatic Notes.

In consideration of the continuing, mutually beneficial relationships between NASA and the agencies of the United Kingdom on peaceful space research endeavours, including the several cooperative scientific satellite projects accomplished to date and the space tracking and communications support provided by the United Kingdom to NASA, I have the honor to inform you that the Government of the United States confirms the provisions of the Memorandum of Understanding referred to in paragraph 1 of this Note.

I further have the honor to propose that the launching and associated services to be provided by NASA for United Kingdom satellite projects shall be consistent with the relevant provisions of the United States launch assistance policy as confirmed by a statement of the President of the United States on October 9, 1972, such provisions being enclosed as Annex 2 to this Note.

If the Government of the United Kingdom would also confirm the provisions of the Memorandum of Understanding and concur in the proposals in this Note, I have the honor to propose that this Note and Your Excellency's reply, together with the Memorandum of Understanding, shall

constitute an agreement between our two Governments regarding this matter, which shall enter into force on the date of your reply and shall remain in force for seven years and thereafter subject to six months' notice of termination by either Government.

Accept, Excellency, the renewed assurances of my highest consideration.

For the Secretary of State:

U. ALEXIS JOHNSON

Enclosures:

- Annex 1. Memorandum of Understanding
- Annex 2. US Position on Launch Assistance

#### ANNEX 1

### **MEMORANDUM OF UNDERSTANDING BETWEEN THE UNITED KINGDOM SECRETARY OF STATE FOR TRADE AND INDUSTRY AND THE UNITED STATES NATIONAL AERONAUTICS AND SPACE ADMINISTRATION CONCERNING THE FURNISHING OF SATELLITE LAUNCHING AND ASSOCIATED SERVICES**

In consideration of the continuing, mutually beneficial cooperative relationships between United Kingdom agencies and the National Aeronautics and Space Administration (NASA) on peaceful space projects, the United Kingdom Secretary of State for Trade and Industry and NASA set forth in this Memorandum of Understanding a general understanding between NASA and the United Kingdom Department of Trade and Industry (DTI): (1) as to the conditions under which NASA will furnish to DTI launching and associated services for United Kingdom spacecraft on a reimbursable basis; and, (2) as to the responsibilities of the parties in connection with such launchings.

DTI and NASA intend that, at appropriate times in the future, they will on each such occasion enter into a separate launch services contract which shall express the specific terms and conditions under which NASA will furnish launchings and associated services for individual launchings requested by DTI, and which will be in accord with the general understandings set forth in this Memorandum.

#### ARTICLE I

##### *Responsibilities*

A. *DTI will take the following responsibilities:*

1. The design, fabrication and testing of the spacecraft and of the onboard experiments.

2. Furnishing advice to NASA of its requirements for a particular launching at as early a date as possible and in any event sufficiently in advance of the target date of the launching to accommodate financial, procurement, and operational requirements of both parties. Such advice will include details as to the spacecraft mission, payload description, orbital characteristics, launching parameters, planned launching dates and back-up launching requirements, and other information needed by NASA for planning purposes.

3. Incorporating provisions in the spacecraft design specifications and test programs to assure and demonstrate spacecraft compatibility with the launch vehicle physical constraints and in-flight environment and with tracking and data acquisition facilities.

4. Providing flight-ready spacecraft at the launching range, in accordance with the time schedule established under the launch services contract.

5. Furnishing all ground-support equipment (GSE) peculiar to the mission and personnel required for its operation except for certain items of GSE which NASA may specifically agree to provide and/or operate.

*B. NASA will take the following responsibilities :*

1. Furnishing launch vehicle and tracking and data acquisition specifications necessary for the DTI to carry out its responsibilities under Article I, A.3 above.

2. Scheduling the launching within the general time period requested by the DTI, subject to the requirements of the United States program. If such requirements should arise, NASA will so notify the DTI as soon as possible.

3. Providing appropriate United States launch vehicles. The parties will jointly select the vehicle to meet the mission requirements.

4. Providing necessary facilities and support, including launch crew services, for pre-launch integration of the DTI spacecraft at the launching range, and for DTI check-out of the spacecraft.

5. Launching the spacecraft from a U.S. range

6. Furnishing tracking and telemetry data reception from the satellite to ascertain achievement of orbit and vehicle performance, using existing U.S. facilities. Additional or unique equipment, if required, will be supplied by the DTI.

7. Performing initial orbital calculations.

8. Furnishing mutually agreed technical consultation, other services, and/or GSE in support of specific or general DTI launch requirements.

## ARTICLE II

### *Implementation*

A. For each launching, each party will designate a Project Manager, to be responsible for coordinating the agreed functions and responsibilities of each party with the other, pursuant to the detailed arrangements established under the launch services contract. The DTI Project Manager will be concerned primarily with the spacecraft and the NASA Project Manager will be concerned with the vehicle, range and ground station. Together they will be responsible for the spacecraft-vehicle, spacecraft-range and spacecraft-ground stations interfaces.

B. NASA will have operational authority over the vehicle, the launching, and associated services. The DTI will have operational authority over the spacecraft until it is mounted on the final stage motor, at which time it will become NASA's responsibility until the DTI assumes responsibility as specified in the launch services contract. In accordance with normal practice, the DTI Project Manager can place a "hold" on the launching operation at any time. In carrying out their respective responsibilities, both parties will be subject to the safety and other operational regulations and procedures of the range from which the launching takes place.

C. Arrangements for the furnishing of supporting services by NASA in connection with the launching will be provided for under the launch services contract. NASA may also furnish, on a reimbursable basis, minor services in support of general DTI launching requirements, at DTI's request and under arrangements to be agreed upon separately.

D. Each party agrees to use its best efforts to facilitate customs free entry into the United Kingdom and the United States of equipment directly related to and required in carrying out each launch services contract.

## ARTICLE III

### *Financial principles*

A. The DTI will be responsible for all costs incurred by it in carrying out its own responsibilities, and will reimburse NASA for costs incurred by NASA in connection with furnishing the requested launching and associated services, and any other supporting services provided at the DTI's request. The general principle under which reimbursement will be made will be that the DTI will reimburse NASA for all costs incurred by NASA in connection with and properly chargeable to the services furnished by NASA for the purposes of any scheduled DTI launching, whether or not such launching actually occurs or is successful, including an amount, to be agreed upon in advance, covering NASA's related agency-level overhead and administrative expenses. NASA may also charge a rental to be agreed in advance, for the use of equipment loaned to the DTI.

B. Reimbursement of NASA's costs will be made initially on the basis of an estimate to be furnished by NASA in advance, under a payment schedule to be established in the launch services contract. The amount paid by the DTI on an estimated basis will be adjusted subsequently to reflect the costs actually incurred by NASA in connection with each launching.

C. The financial principles set forth above are subject to any changes in NASA policy affecting the basis of reimbursement for launching services provided by NASA for users other than the U.S. Government.

#### ARTICLE IV

##### *Liability*

A. NASA shall be liable for all damage to or the loss of U.S. government-owned property under the control of NASA, except for damage to or the loss of a vehicle or vehicle stage occurring after DTI has assumed the risk of loss, as provided in the launch services contract, for that vehicle or vehicle stage.

B. DTI shall be liable for all damage to or the loss of property under the control of DTI, including U.S. government-owned property which has been made available by NASA for the use of DTI or its contractors.

C. Except to the extent authorized by U.S. laws pertaining to governmental liability for the negligent acts of U.S. employees, the U.S. Government and its contractors will not be liable for damage to or the loss of a spacecraft or other property which has been delivered by DTI or its contractors into the custody of NASA or its contractors for the purposes of an agreed launch. The U.S. Government and its contractors shall not be liable in any event for damage to or the loss of such DTI property which results as an indirect consequence of damage to, or the malfunctioning or loss of, a vehicle or vehicle stage occurring after DTI has assumed the risk of loss, as provided in the launch services contract, for that vehicle or vehicle stage.

D. As between NASA and DTI, NASA will be primarily responsible for considering and settling claims, arising directly out of the launching and associated services furnished by NASA, for personal injuries or death, or for damage to or loss of property, other than the property referred to in paragraphs A, B and C of this Article. Where such claims are based on injuries, death, or damage or loss resulting from the acts or omissions of DTI, its servants, contractors or agents, DTI will reimburse NASA for any amounts paid by NASA in settlement of such claims, but such settlement shall be subject to the advance approval of DTI, except under an award by a U.S. court of competent jurisdiction.

E. NASA will assist DTI in the defense against claims for personal injuries, death, or damage to or loss of property brought against DTI, except when such claims resulted from the acts or omissions of DTI, its servants, contractors or agents.

F. DTI will indemnify and hold the U.S. Government harmless against any claims for personal injuries, death, or damage to or loss of property, or for other liability, arising out of the operation of a satellite, or from its failure to operate, after DTI has taken control of the satellite in orbit.

G. DTI shall have no liability to NASA with respect to third party claims against NASA for patent infringement or unauthorized use of proprietary information by NASA in connection with the furnishing of launching services to DTI, except to the extent that such claims may involve patents or information pertaining to a U.K. spacecraft or associated spacecraft ground support equipment. In this latter event, DTI agrees that it will indemnify and hold the U.S. Government harmless against any such claims.

## ARTICLE V

### *Documentation and reports*

A. NASA and the DTI will exchange, through their respective Project Managers, all documents and information relevant to the successful completion of the agreed missions and such documents and information will be used only for the aforesaid purpose.

B. Immediately after each launching, the DTI will provide NASA all data from the satellite relevant to ascertaining the performance of the launch vehicle and such data will be used only for the aforesaid purpose.

C. DTI will, upon NASA's request and at NASA's expense, provide NASA with any raw data received by the DTI from the satellite and any reduced data therefrom. Except with the prior permission of DTI, NASA will not duplicate, disclose, or use any unpublished data so provided.

D. In any use of data passed to NASA under the above paragraphs A-C of this Article, NASA will respect and protect the confidentiality of proprietary information designated as such by DTI, as provided for in the launch services contract.

## ARTICLE VI

### *Confirmation*

This Memorandum of Understanding and any mutually agreed amendments thereto, shall be subject to confirmation by the Government of the United States and the Government of the United Kingdom of Great Britain and Northern Ireland through an exchange of diplomatic notes.

A. GOODSON

For the Secretary of State  
for Trade and Industry

Date 15 November 1972

JAMES C. FLETCHER

For the National Aeronautics  
and Space Administration

Date Dec 18 1972

## ANNEX 2

### UNITED STATES POLICY GOVERNING THE PROVISION OF LAUNCH ASSISTANCE

I. United States launch assistance will be available to interested countries and international organizations for those satellite projects which are for peaceful purposes and are consistent with obligations under relevant international agreements and arrangements, subject only to the following:

- A. With respect to satellites intended to provide international public telecommunications services:
  - 1. The United States will provide appropriate launch assistance for those satellite systems on which Intelsat makes a favorable recommendation in accordance with Article XIV<sup>(1)</sup> of its definitive arrangements.
  - 2. If launch assistance is requested in the absence of a favorable recommendation by Intelsat, the United States will provide launch assistance for those systems which the United States had supported within Intelsat so long as the country or international entity requesting the assistance considers in good faith that it has met its relevant obligations under Article XIV of the definitive arrangements.
  - 3. In those cases where requests for launch assistance are maintained in the absence of a favorable Intelsat recommendation and the United States had not supported the proposed system, the United States will reach a decision on such a request after taking into account the degree to which the proposed system would be modified in the light of the factors which were the basis for the lack of support within Intelsat.
- B. With respect to future operational satellite applications which do not have broad international acceptance, the United States will favorably consider requests for launch assistance when broad international acceptance has been obtained.

II. Such launch assistance will be available, consistent with U.S. laws, either from U.S. launch sites (through the acquisition of U.S. launch services on a cooperative or reimbursable basis) or from foreign launch sites (by purchase of an appropriate U.S. launch vehicle). In the case of launchings from foreign sites the United States will require assurance that the launch vehicles will not be made available to third parties without prior agreement of the United States.

III. With respect to the financial conditions for reimbursable launch services from U.S. launch sites, foreign users will be charged on the same basis as comparable non-U.S. Government domestic users.

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<sup>(1)</sup> Cmnd. 4799.



IV. With respect to the priority and scheduling for launching foreign payloads at U.S. launch sites, such launchings will be dealt with on the same basis as U.S. launchings. Each launching will be treated in terms of its own requirements and as an individual case. When it becomes known when a payload will become available and what its launch window requirements will be, the launching will be scheduled for that time. Should a conflict arise, the United States will consult with all interested parties in order to arrive at an equitable solution.

No. 2

*Her Majesty's Ambassador at Washington to  
the Secretary of State of the United States of America*

*British Embassy,  
Washington.*

Excellency,

*17 January 1973.*

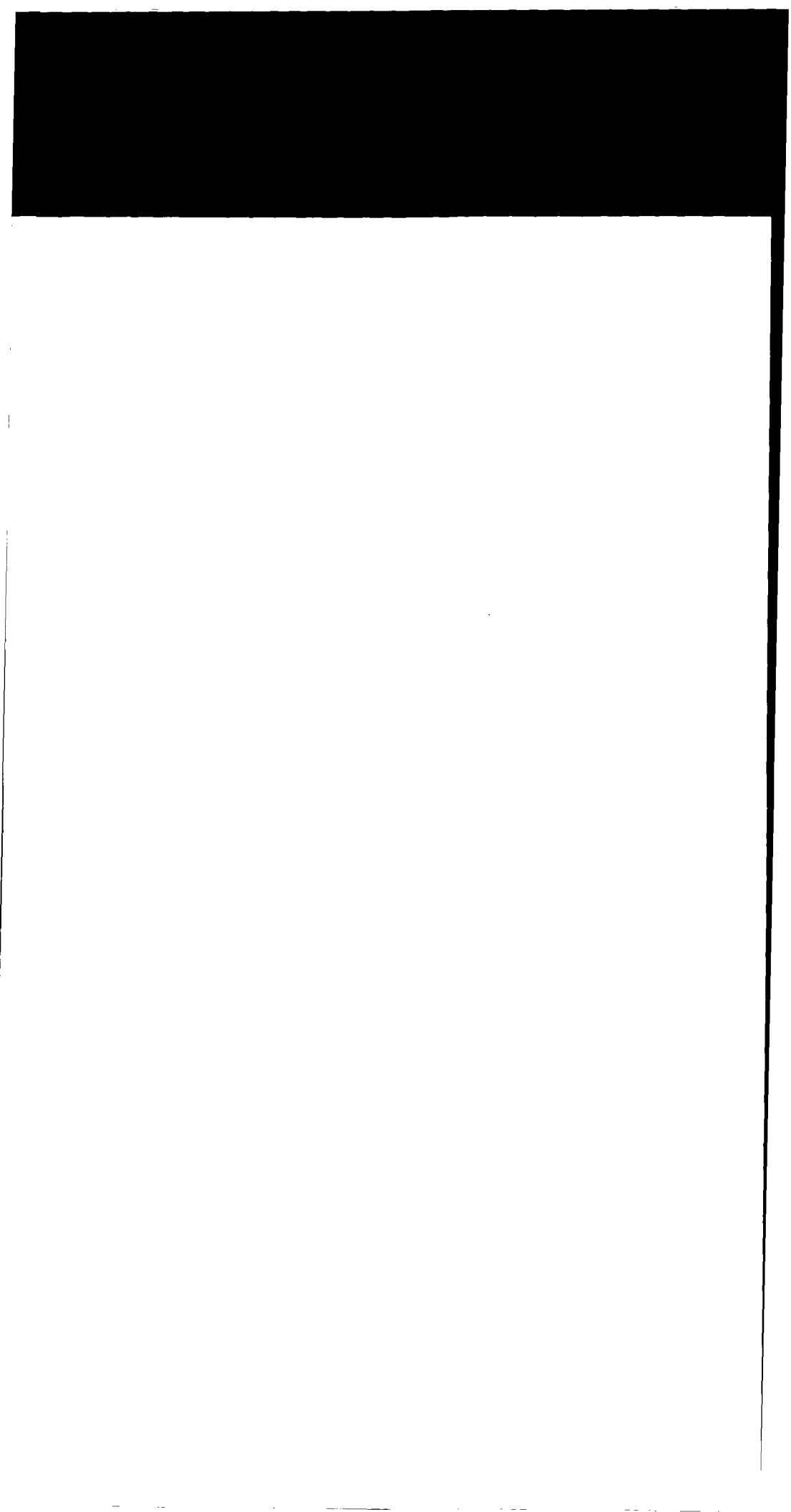
I have the honour to acknowledge receipt of Your Excellency's Note of the 17th of January, with attached Memorandum of Understanding, which reads as follows:—

[As in No. 1]

I have the honour to state that the Government of the United Kingdom confirm the provisions of the Memorandum of Understanding and concur in the proposals in Your Excellency's Note. The Government of the United Kingdom therefore agree that your Note, together with the Memorandum of Understanding and this reply, shall constitute an agreement between our two Governments in this matter, which shall enter into force on the date of this reply and continue in force for seven years and thereafter subject to six months' notice of termination by either Government.

Accept, Excellency, the renewed assurances of my highest consideration.

CROMER



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