

No. 10506

**UNITED STATES OF AMERICA
and
ITALY**

Exchange of notes constituting an agreement concerning a cooperative satellite research project (with memorandum of understanding dated 22 May 1969). Rome, 9 August and 11 September 1969

Authentic text: English.

Registered by the United States of America on 2 June 1970.

**ÉTATS-UNIS D'AMÉRIQUE
et
ITALIE**

Échange de notes constituant un accord relatif à un projet conjoint de recherche par satellite (avec mémorandum d'accord du 22 mai 1969). Rome, 9 août et 11 septembre 1969

Texte authentique : anglais.

Enregistré par les États-Unis d'Amérique le 2 juin 1970.

EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹
BETWEEN THE UNITED STATES OF AMERICA AND
ITALY CONCERNING A COOPERATIVE SATELLITE
RESEARCH PROJECT

I

The American Ambassador to the Minister for Foreign Affairs of Italy

Rome, August 9, 1969

No. 541

Excellency :

I have the honor to refer to the Memorandum of Understanding concerning a cooperative satellite research project between the National Aeronautics and Space Administration (NASA) of the United States of America and the Centro Ricerche Aerospaziali dell'Università degli Studi di Roma (CRA — Aerospace Research Center of the University of Rome) dated May 22, 1969.

The Memorandum of Understanding, which is set forth in the Annex to this Note, provides, *inter alia*, that it shall be subject to the concurrence of the Italian Ministry for Foreign Affairs and the United States Department of State by an exchange of notes.

I now have the honor to inform you that the Government of the United States of America confirms the provisions of the Memorandum of Understanding referred to above. If the Government of Italy would also confirm the provisions of this Memorandum, I have the honor to propose that my note and your Excellency's reply to that effect shall constitute an agreement between our two governments regarding this matter, which shall enter into force on the date of your reply and shall terminate with the launching of the satellite and the completion of the related operations and, in any case, not later than December 31st, 1971, unless extended by mutual agreement.

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

Gardner ACKLEY

Annex :

Memorandum of Understanding

His Excellency Aldo Moro
Minister for Foreign Affairs
Rome

¹ Came into force on 11 September 1969 by the exchange of the said notes.

MEMORANDUM OF UNDERSTANDING BETWEEN THE CENTRO RICERCHE AEROSPAZIALI DELL'UNIVERSITÀ DEGLI STUDI DI ROMA AND THE UNITED STATES NATIONAL AERONAUTICS AND SPACE ADMINISTRATION

The Italian Università degli Studi di Roma — Centro Ricerche Aerospaziali (CRA) — and the United States National Aeronautics and Space Administration (NASA) affirm a mutual interest in continuing their cooperation in satellite measurements of atmospheric characteristics. For this purpose, the two agencies plan a cooperative satellite project which will continue the use of an Italian drag force balance and U.S. magneto sector and omegatron mass spectrometers to investigate variation of density and composition of the equatorial neutral atmosphere above two hundred kilometers. The satellite is to be launched from Italian launch facilities into a near-earth equatorial orbit in the time period 1969-70.

Article I

RESPONSIBILITIES

A. CRA shall use its best efforts to discharge the following responsibilities :

- 1) Design, fabrication and testing of the satellite,
- 2) Integration of U.S.-supplied experiments,
- 3) Establishment, equipping, maintenance and operation of range facilities, including platforms, range equipment, and Scout checkout and launch equipment,
- 4) Assembly, checkout, and launching of the Scout vehicle, including range safety,
- 5) Tracking and data acquisition facilities and operations, except as provided by NASA,
- 6) Analysis of data from Italian experiment and participation with NASA in comparison of data and analysis of the total results,
- 7) Support of Italian personnel in any training or requalification, which it is mutually agreed, is required to accomplish this program,
- 8) Support, logistics, spare parts, transportation costs (other than those specifically assumed by NASA) and all other costs peculiar to this project.

B. NASA shall use its best efforts to discharge the following responsibilities :

- 1) Provision of mass spectrometer experiments, including their transportation costs, and participation in their integration checkout with the satellite.
- 2) Provision of Scout launching vehicle (and back-up, if required), including

heat shields, spacecraft tie-down and separation mechanisms, vehicle spare parts and transportation,

- 3) Training or requalification for Italian personnel, as may be mutually agreed,
- 4) Provision of technical consultation and data, as appropriate,
- 5) Tracking and data acquisition services of suitably located STADAN stations and communications support at other locations, both as may be mutually agreed,
- 6) Analysis of data from U.S. experiments and participation with CRA in comparison of data and analysis of the total results.

Article II

The scheduling of the project shall be as mutually agreed.

Article III

Final determination of the readiness of flight spacecraft for launching will be a joint CRA/NASA responsibility.

Article IV

Each agency will designate a single Project Manager who will be responsible for coordinating the agreed functions and responsibilities of his agency with respect to the other. The Project Managers will be co-chairmen of a Joint Working Group whose members will be designated by CRA and NASA. This group will be the principal mechanism for assuring the execution of the project and for keeping both sides continuously informed of the project status at each stage.

Each agency will also designate a Project Scientist responsible for assuring close liaison with his counterpart in the other agency in connection with the planning of the scientific experiment and data reduction and analysis.

Article V

Each agency will bear the cost of discharging its respective responsibilities, including travel and subsistence of its own personnel.

Article VI

Copies of the raw data obtained will be available to CRA and NASA. First publication rights will reside with the respective principal experimenters for one year after launch. Scientific and technical reports and publications resulting from

this project will be provided, upon completion, to the CRA, NASA and the U.S. National Space Science Data Center. Following a period of one year, records or copies of reduced data will be deposited with the National Space Science Data Center and listed with the appropriate World Data Center. Such records will then be made available to interested scientists, upon reasonable request, by the World Data Center or other selected depository.

Results of the experiments will be made available to the scientific community in general through publication in appropriate journals or other established channels

Article VII

CRA and NASA shall bear full responsibility for any damage to their respective nationals in the course of this cooperative project.

In the event of damage to nationals of countries which are not parties to this cooperative agreement, under the principles of the Treaty Governing the Activities of States in the Exploration and Use of Outer Space, Including the Moon and Other Celestial Bodies,¹ and international law, CRA and NASA agree to consult promptly on an equitable sharing of the payments for any settlement required. If agreement is not reached within 180 days, the two agencies will act promptly to arrange for early arbitration to settle the sharing of such claims following the 1958 model rules on arbitral procedure of the International Law Commission.

Article VIII

This Memorandum of Understanding shall be subject to the concurrence of the Italian Foreign Office and the United States Department of State, expressed through an exchange of notes.

Signed by Rector
of University of Rome :

P. A. D'AVACK,

Il Rettore

For the Università
degli Studi di Roma

Signed by NASA
Administrator :

T. O. PAINE

For the National Aeronautics
and Space Administration

May 22, 1969

¹ United Nations, *Treaty Series*, vol. 610, p. 205.

II

*The Director General of Economic Affairs, Ministry for Foreign
Affairs of Italy, to the American Ambassador*

MINISTERO DEGLI AFFARI ESTERI¹

Rome, September 11, 1969

Excellency,

I have the honor to refer to Your Excellency's note No. 541 of August 1969 concerning the proposed cooperative satellite project, the text of which in English reads as follows :

[See note I]

I have the honor to inform you that the proposals set forth in your Excellency's note are acceptable to the Government of Italy, and therefore agree that Your Excellency's note together with this reply shall constitute an agreement between our two Governments regarding the matter.

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

G. V. SORO

Sua Eccellenza l'Ambasciatore Gardner Ackley
Ambasciata degli Stati Uniti d'America
Roma

¹ Ministry for Foreign Affairs.