

No. 10814

**UNITED STATES OF AMERICA
and
ITALY**

**Exchange of notes constituting an agreement concerning the
furnishing of satellite launching and associated services
(with memorandum of understanding). Rome, 15 and
20 June 1970**

Authentic text: English.

Registered by the United States of America on 3 November 1970.

**ÉTATS-UNIS D'AMÉRIQUE
et
ITALIE**

**Échange de notes constituant un accord relatif à la fourniture
de services pour le lancement de satellites et de services
connexes (avec mémorandum d'accord). Rome, 15 et
20 juin 1970**

Texte authentique: anglais.

Enregistré par les États-Unis d'Amérique le 3 novembre 1970.

EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT ¹
BETWEEN THE UNITED STATES OF AMERICA AND
ITALY CONCERNING THE FURNISHING OF SATELLITE
LAUNCHING AND ASSOCIATED SERVICES

I

The American Ambassador to the Minister for Foreign Affairs of Italy

Rome, June 15, 1970

No. 278

Excellency:

I have the honor to refer to the Memorandum of Understanding between the National Aeronautics and Space Administration (NASA) of the United States and the Consiglio Nazionale delle Ricerche (CNR) dated March 13, 1970, concerning the conditions under which launching and associated services for Italian satellites will be furnished by NASA on a reimbursable basis.

The Memorandum of Understanding which is set forth as an Annex to this Note, provides, *inter alia*, that it shall be subject to confirmation by the Government of Italy and the Government of the United States through an exchange of diplomatic notes.

In consideration of the continuing, mutually beneficial cooperative relationships between NASA and Italian agencies on peaceful space research projects, including the arrangements under which Italy will provide launching and associated services for NASA experimental satellites at the San Marco Range, ² I now have the honor to inform you that the Government of the United States confirms the provisions of the Memorandum of Understanding referred to above.

If the Government of Italy would also confirm the provisions of the Memorandum of Understanding and this note, I have the honor to propose that

¹ Came into force on 20 June 1970, date of the note in reply, in accordance with the provisions of the said notes.

² See Agreement of 30 April and 12 June 1969 in United Nations, *Treaty Series*, vol. 732, no. I-10505.

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.

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

GRAHAM MARTIN

Enclosure:

Memorandum of Understanding.

His Excellency Aldo Moro
Minister for Foreign Affairs
Rome

MEMORANDUM OF UNDERSTANDING BETWEEN THE CONSIGLIO NAZIONALE DELLE RICERCHE AND THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION CONCERNING THE FURNISHING OF SATELLITE LAUNCHING AND ASSOCIATED SERVICES

In consideration of the continuing, mutually beneficial cooperative relationships between NASA and Italian agencies on peaceful space research projects, the Consiglio Nazionale delle Ricerche of Italy (CNR) and the United States National Aeronautics and Space Administration (NASA) set forth in this Memorandum of Understanding their general understandings: (1) as to the conditions under which NASA will furnish to CNR launching and associated services for spacecraft, on a reimbursable basis; and, (2) as to the responsibilities of the parties in connection with the launching. CNR and NASA intend that, at appropriate times in the future, they will enter into separate launching contracts which shall express the specific terms and conditions under which NASA will furnish launching and associated services for individual launchings requested by CNR, and which shall be in accord with the general understandings set forth in this Memorandum.

Article I

RESPONSIBILITIES

A. CNR 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 launching 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 CNR to carry out its responsibilities under Article I, A.3. above.

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

3. Providing appropriate United States launch vehicles. The parties shall 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 CNR spacecraft at the launching range, and for CNR's check-out of the spacecraft.

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

6. Furnishing tracking and telemetry data reception from the spacecraft to ascertain achievement of orbit and vehicle performance using existing U.S. facilities. Additional NASA tracking and data acquisition support may be arranged at CNR's request on a non-interference basis. Additional or unique equipment, if required, will be supplied by the CNR.

7. Performing initial orbital calculations.

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

Article II

IMPLEMENTATION

A. 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 launching contract. The Project Managers will be co-chairmen of a Joint Working Group, which 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. The CNR 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 CNR 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 CNR assumes responsibility as specified in the launching contract. In accordance with normal practice, the CNR 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 launching contract. NASA may also furnish, on a reimbursable basis, minor services in support of general CNR launching requirements, at CNR's request and under arrangements to be agreed upon separately.

Article III

FINANCIAL PRINCIPLES

A. The CNR agrees in principle to 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 CNR's request. The general principle under which reimbursement will be made will be that the CNR 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 CNR 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 an agreed rental for the use of equipment loaned to the CNR.

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 launching contract. The amount paid by the CNR on an estimated basis will be adjusted subsequently to reflect the costs actually incurred by NASA in connection with each launching. In the case of costs incurred by NASA which are not accounted for on a per launch basis, such as for launch vehicles and launch crew services, NASA may, in determining its actual costs, allocate costs for a particular launching on a pro-rata basis.

C. The CNR will be exempted from reimbursing NASA for certain costs which might otherwise be payable under the general principle stated in Paragraph A. above, such as costs incurred by NASA as a result of payment of claims of third parties for injuries, death, or damage to or loss of property, where the claims arise directly out of the launching and associated services furnished by NASA; or such as costs incurred by NASA as a result of damage to or loss of U.S. Government property under the control of NASA. This exemption from reimbursement will not apply, however, to claims of third parties, or damage to or loss of U.S. property, arising from the acts or omissions of CNR or its contractors, nor to damage to or loss of a vehicle being used in connection with or during preparation for an agreed launch, nor to damage to or the destruction of U.S. Government-owned equipment which has been made available by NASA for the use of CNR or its contractors.

Article IV

LIMITS OF NASA LIABILITY

A. Except to the extent authorized by U.S. laws pertaining to governmental liability for the negligent acts of U.S. employees, NASA will not be responsible for damage to, or the destruction of, a spacecraft or other property which has been delivered by the CNR or its contractors to NASA for the purposes of an agreed launch.

B. After final separation of a CNR spacecraft in orbit, NASA will have no responsibility in connection with its operation; the CNR will indemnify and hold the U.S. Government harmless against any liability or claim arising out of the operation of the satellite by CNR, or from its failure to operate.

Article V

DOCUMENTATION AND REPORTS

A. NASA and the CNR will exchange, through their respective Project Managers, all documents and information necessary for the successful completion of the agreed missions.

B. Immediately after each launching, the CNR will provide NASA all data from the satellite necessary for ascertaining the performance of the launch vehicle.

C. CNR shall, upon NASA's request and at NASA's expense, provide NASA with any raw data received by the CNR from the satellite and any reduced data therefrom. Any use of unpublished data by NASA shall be subject to prior permission by CNR. In any use of this data, NASA will respect the CNR's rules relating to intellectual property rights.

Article VI

REVISION

It is understood that this Memorandum of Understanding can be amended by mutual consent.

Article VII

TERMINATION

This Memorandum of Understanding shall remain in effect for seven years from the date of signature and thereafter until terminated by either agency on 180 days notice.

Article VIII

CONFIRMATION

This Memorandum of Understanding shall be subject to confirmation by the Government of Italy and the Government of the United States of America through an exchange of diplomatic notes.

For the Consiglio Nazionale
delle Ricerche:

[Signed — Signé]¹

March 13, 1970

For the National Aeronautics
and Space Administration:

[Signed — Signé]²

13 March 1970

II

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

MINISTERIO DEGLI AFFARI ESTERI³

Rome, June 20, 1970

Excellency,

I have the honor to refer to Your Excellency's note of June 15, 1970 con-

¹ Signed by Giampietro Tuppe — Signé par Giampietro Tuppe.

² Signed by Thomas Paine — Signé par Thomas Paine.

³ Ministry of Foreign Affairs.

cerning the conditions under which launching and associated services for Italian satellites will be furnished by NASA on a reimbursable basis, the text of which in English reads as follows:

[*See note I*]

I have the honor to inform you that the Government of Italy confirms the provisions of the Memorandum and Your Excellency's note, and I 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.

Yours

G. V. SORO

His Excellency Ambassador Graham Martin
Embassy of the United States of America
Rome
