

No. 14530

**UNITED STATES OF AMERICA
and
INDONESIA**

Exchange of notes constituting an agreement relating to launching and associated services for Indonesian satellites (with memorandum of understanding of 10 and 29 January 1975 and a statement of 9 October 1972 from the President of the United States confirming United States policy governing the provision of launch assistance). Washington, 26 March 1975

Authentic text: English.

Registered by the United States of America on 31 December 1975.

EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹ BETWEEN
THE UNITED STATES OF AMERICA AND INDONESIA RELATING
TO LAUNCHING AND ASSOCIATED SERVICES FOR INDONESIAN
SATELLITES

I

March 26, 1975

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 Directorate General of Posts and Telecommunications (DITJEN POSTEL) of Indonesia, dated January 29, 1975, concerning the conditions and responsibilities under which launches and associated services for Indonesian 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 Republic of Indonesia through an exchange of diplomatic notes.

I further have the honor to propose that the launching and associated services to be provided by NASA for Republic of Indonesia 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 Republic of Indonesia 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:

[Signed]

DIXY LEE RAY

Enclosures:

Annex 1. Memorandum of Understanding

Annex 2. US Position on Launch Assistance

His Excellency Roesmin Nurjadin
Ambassador of the Republic of Indonesia

¹ Came into force on 26 March 1975, the date of the note in reply, in accordance with the provisions of the said notes.

MEMORANDUM OF UNDERSTANDING BETWEEN THE DIRECTORATE GENERAL OF POSTS AND TELECOMMUNICATIONS OF INDONESIA AND THE UNITED STATES NATIONAL AERONAUTICS AND SPACE ADMINISTRATION CONCERNING THE FURNISHING OF SATELLITE LAUNCHING AND ASSOCIATED SERVICES

The Directorate General of Posts and Telecommunications (DITJEN POSTEL) and the 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 launching and associated services for Indonesian spacecraft on a reimbursable basis; and (2) as to the responsibilities of DITJEN POSTEL of Indonesia on the one side, and NASA on the other side in connection with such launchings. At appropriate times in the future, separate launch services contracts will be entered into by NASA and DITJEN POSTEL, which shall express the specific terms and conditions under which NASA will furnish launching and associated services for individual launchings requested by DITJEN POSTEL, and which shall be in accord with the general understandings set forth in this Memorandum.

It is understood that satellites launched from the United States are coordinated for compatibility with other present or planned satellites and space missions. It is further understood that this agreement shall apply with respect to satellites to be used for peaceful purposes only.

Article I. RESPONSIBILITIES

A. DITJEN POSTEL will undertake the following responsibilities:

1. The design, fabrication and testing of the spacecraft.
2. Furnishing information to NASA of its requirements for a particular launching, or series of launchings, at as early a date as possible and in any event sufficiently in advance of the target date of the launching, or of the initial launching in a series, to accommodate financial, procurement and operational requirements of both parties. Such information will include details as to the spacecraft mission, payload description, orbital characteristics, environmental constraints, approximate launching dates and back-up launching requirements, tracking and data acquisition requirements, and any other information requested 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 time schedules agreed upon under the launch services contract.
5. Furnishing all ground support equipment (GSE) peculiar to a mission and personnel required for its operation except for certain items of GSE which NASA may specifically agree to provide and/or operate. This responsibility applies to GSE required prior to separation of the spacecraft from the launch vehicle in orbit.
6. Performing all necessary analyses and implementing mission operation plans required for the placement of the spacecraft into geostationary orbit after separation of the spacecraft from the launch vehicle in orbit.
7. Requesting tracking and data acquisition support by specific NASA tracking stations in connection with placement by DITJEN POSTEL or its contractors of Indonesian satellites into geostationary orbit. If NASA agrees to provide such support, DITJEN

POSTEL will furnish any additional or unique equipment as may be required at such stations and provide for its operation. This responsibility applies to such equipment as may be required after separation of the spacecraft from the launch vehicle in orbit.

B. NASA will undertake the following responsibilities:

1. Furnishing specifications regarding the launch vehicle and current NASA tracking and data acquisition station equipment as may be necessary for DITJEN POSTEL to carry out its responsibilities under Article I, A.3 above.
2. To the maximum extent feasible, scheduling the launching within the general time period requested by DITJEN POSTEL.
3. Providing appropriate United States launch vehicles. The parties will jointly select from the NASA inventory of available vehicles the vehicle suitable to meet the mission requirements.
4. Providing necessary facilities and support, including launch crew services, for pre-launch integration of the DITJEN POSTEL spacecraft at the launching range, and for DITJEN POSTEL checkout of the spacecraft.
5. Launching the spacecraft from a United States range.
6. Calculating the orbit achieved for satellite separation from the launch vehicle based on vehicle telemetry and tracking data.
7. Providing additional Spaceflight Tracking and Data Network (STDN) support as may be requested by DITJEN POSTEL and agreed to by NASA.
8. Furnishing mutually agreed technical consultation and/or GSE in support of specific or general DITJEN POSTEL launch requirements, except as specified under Article I, A.6 and 7.

Article II. IMPLEMENTATION

A. For each launching, DITJEN POSTEL and NASA 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 DITJEN POSTEL Project Manager will be concerned primarily with the spacecraft, and the NASA Project Manager will be concerned primarily with the launch vehicle, range, and NASA ground facilities required for support of the launch. Together they will be responsible for the spacecraft-vehicle and spacecraft-range interfaces, and the spacecraft-STDN interfaces as may be agreed under Article I, B.7.

B. NASA will have operational authority over the vehicle, the launching, and associated services. DITJEN POSTEL 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 DITJEN POSTEL resumes its responsibility, as specified in the launch services contract. 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 or other miscellaneous 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 DITJEN POSTEL launching requirements, at DITJEN POSTEL's request and under arrangements which may be agreed upon separately.

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

Article III. FINANCIAL PRINCIPLES

A. DITJEN POSTEL will be responsible for all costs incurred by it in carrying out its own responsibilities, and will reimburse NASA for costs incurred by the US Government in connection with, or incident to, furnishing the requested launching and associated services, and any other services provided at DITJEN POSTEL's request. The general principle under which reimbursement will be made will be that DITJEN POSTEL will reimburse NASA for all such costs incurred by the US Government which are properly chargeable to the services furnished by NASA for the purposes of any scheduled DITJEN POSTEL launching, whether or not such a launching actually occurs or is successful, including an amount covering NASA's overhead and administrative expense. NASA may also charge a rental, to be agreed upon in advance, for US Government-owned property made available by NASA for the use of DITJEN POSTEL or its contractors.

B. Reimbursement of the costs of the US Government will be made initially on the basis of an estimate to be furnished by NASA in advance, under a payment schedule to be established at the time NASA agrees to launch a particular satellite, or series of satellites, and which will be incorporated into the launch services contract. The amount paid by DITJEN POSTEL on an estimated basis will be adjusted subsequently to reflect the costs actually incurred by the US Government in connection with each launching. Adjusted estimates will be provided in accordance with terms of the launching services contracts and as far in advance of the date of final settlement as possible. 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 the actual costs of the US Government, allocate costs for a particular launching on a pro-rata basis.

C. DITJEN POSTEL will be exempted from reimbursing NASA for certain costs which might otherwise be payable under the general principle stated in Paragraph A. above, namely, costs representing the payment by NASA of claims of third parties resulting from bodily injury, death, or damage to or the loss of real or personal property, where such claims arise directly out of the launching and associated services furnished by NASA; or costs incurred by NASA as a result of damage to, or the loss of US Government-owned property under the control of NASA. This exemption from reimbursement will not apply, however, to claims of third parties, or with respect to damage to or the loss of US Government-owned property, resulting from the acts or omissions of DITJEN POSTEL or its contractors; nor shall such exemption apply to damage to, or the loss of a vehicle or vehicle stage occurring after DITJEN POSTEL has assumed the risk of loss, as provided for in the launch services contract, for that vehicle or vehicle stage, nor to damage to or the loss of US Government-owned property which has been made available by NASA for the use of DITJEN POSTEL or its contractors.

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

Article IV. LIMITATIONS ON UNITED STATES LIABILITY

A. Except as may be provided in a launch services contract, the US Government, its contractors and subcontractors, shall not be liable for damage to, or the loss of, a spacecraft or other property which has been delivered by DITJEN POSTEL or its contractors into the custody of NASA or its contractors or subcontractors for the purposes of an agreed launching. The US Government, its contractors and subcontractors shall not be liable in any event for damage to or the loss of any such DITJEN POSTEL property which results as a direct or indirect consequence of damage to, or the malfunctioning or loss of, a vehicle or vehicle stage occurring after the time DITJEN POSTEL has assumed the

risk of loss, as provided for in the launch services contract, for that vehicle or vehicle stage.

B. Except as may be provided in a launch services contract, DITJEN POSTEL will indemnify and hold the US Government, its contractors and subcontractors harmless against any claims for personal injuries, death, or damage to or loss of property, or for other liability, arising out of the ascent, descent, flight, orbit, return to earth or operation of a satellite, or from its failure to operate.

Article V. DOCUMENTATION AND REPORTS

A. NASA and DITJEN POSTEL will exchange, through their respective Project Managers, all documents and information required for purposes of carrying out agreed missions, and such document and information will be used only for the aforesaid purpose.

B. Immediately after each launching, DITJEN POSTEL 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. DITJEN POSTEL will, upon NASA's request and at NASA's expense, provide NASA with any raw scientific and technical data received by DITJEN POSTEL from a satellite launched by NASA, and any reduced data therefrom. NASA's use of such unpublished data will be in accordance with the terms of the launching services contracts.

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 DITJEN POSTEL, as provided for in the launch services contracts.

Article VI. AMENDMENTS

It is understood that this Memorandum of Understanding may be amended by mutual agreement of the parties.

Article VII. 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 Indonesia through an exchange of diplomatic notes.

SOEHARDJONO

For the Directorate General
of Posts and Telecommunications
of Indonesia
Date 1/29/75

JAMES C. FLETCHER

For the US National Aeronautics
and Space Administration

Date 1/10/75

October 9, 1972

Office of the White House Press Secretary

THE WHITE HOUSE

The President today announced a policy whereby the United States will provide launch assistance to other countries and international organizations for satellite projects which are for peaceful purposes and are consistent with obligations under relevant international arrangements. Launches will be provided on a non-discriminatory, reimbursable basis.

The President's decision extends to other countries the assurances given to the member states of the European Space Conference in September 1971. These assurances

recognize the legitimate interests of European countries in being able to place satellites into space under non-discriminatory conditions. This action was in keeping with the President's recognition of the desirability of mutually beneficial cooperation in space and the importance of such cooperation as a new dimension in the further development of the Atlantic partnership.

Addressing the United Nations General Assembly nearly three years ago, the President noted particularly that "of all of man's great enterprises, none lends itself more logically or more compellingly to international cooperation than the venture into space."

In establishing today a global launch assurance policy, the President affirms the need for a dependable capability which would make it possible for nations to have access under equal conditions to the advantages which accrue through space applications. This global launch assurance policy further manifests United States faith that, in the language of the 1967 Outer Space Treaty,¹ ". . . the exploration and use of outer space shall be carried out for the benefit and in the interests of all countries . . . and shall be the province of all mankind."

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 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.

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

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.

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.

II

EMBASSY OF THE REPUBLIC OF INDONESIA
WASHINGTON, D.C.

March 26, 1975

Excellency:

I have the honour to acknowledge receipt of Your Excellency's Note of the 26th of March, 1975, with attached Memorandum of Understanding, which reads as follows:

[See note 1]

I have the honour to state that the Government of the Republic of Indonesia confirm the provisions of the Memorandum of Understanding and concur in the proposals in Your Excellency's Note. The Government of the Republic of Indonesia therefore agrees 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.

[Signed]

ROESMIN NURJADIN
Ambassador

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The Honorable Dr. Henry Kissinger
Secretary of State
Department of State
Washington, D.C.
