

No. 18654

**UNITED STATES OF AMERICA
and
INDONESIA**

Exchange of notes constituting an agreement concerning the furnishing of space vehicle launchings and associated services to Indonesia (with memorandum of understanding of 9 April 1979). Washington, 11 April 1979

Authentic text: English.

Registered by the United States of America on 18 April 1980.

**ÉTATS-UNIS D'AMÉRIQUE
et
INDONÉSIE**

**Échange de notes constituant un accord relatif aux satellites :
fourniture de lanceurs spatiaux et de services connexes
à l'Indonésie (avec mémorandum d'accord du 9 avril
1979). Washington, 11 avril 1979**

Texte authentique : anglais.

Enregistré par les États-Unis d'Amérique le 18 avril 1980.

EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹
BETWEEN THE UNITED STATES OF AMERICA AND INDO-
ONESIA CONCERNING THE FURNISHING OF SPACE VEHICLE
LAUNCHINGS AND ASSOCIATED SERVICES TO INDONESIA

I

April 11, 1979

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 Directorate General of Posts and Telecommunications of the Republic of Indonesia dated April 9, 1979, concerning the terms and conditions under which NASA will furnish launching and associated services to the Directorate General of Posts and Telecommunications of the Republic of Indonesia and the related obligations and responsibilities of the parties.

This Memorandum of Understanding, which is set forth as an Annex to this Note, provides in part that it and any mutually agreed amendments thereto 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.

In consideration of the continuing, mutually beneficial relationships between agencies of the United States Government and agencies of the Government of the Republic of Indonesia in the peaceful uses of outer space, I have the honor to inform you that the Government of the United States confirms that the provisions of the aforementioned Memorandum of Understanding are acceptable.

If you would also confirm that the provisions of the Memorandum of Understanding and this Note are acceptable to your Government, I have the honor to propose that this Note, and Your Excellency's reply to that effect, together with the annexed 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.

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

For the Secretary of State:

[Signed — Signé]²

Enclosure:

Annex: Memorandum of Understanding

His Excellency D. Ashari
Ambassador of the Republic of Indonesia

¹ Came into force on 11 April 1979, the date of the note in reply, in accordance with the provisions of the said notes.

² Signed by Thomas R. Pickering — Signé par Thomas R. Pickering.

MEMORANDUM OF UNDERSTANDING BETWEEN THE DIRECTORATE GENERAL OF POSTS AND TELECOMMUNICATIONS OF THE REPUBLIC OF INDONESIA AND THE UNITED STATES NATIONAL AERONAUTICS AND SPACE ADMINISTRATION CONCERNING THE FURNISHING OF LAUNCHING AND ASSOCIATED SERVICES FOR PALAPA-B SPACECRAFT

The Directorate General of Posts and Telecommunications of the Republic of Indonesia (hereinafter referred to as Ditjen Postel) and the National Aeronautics and Space Administration of the United States of America (hereinafter referred to as NASA) set forth in this Memorandum of Understanding their general understandings as to the terms and conditions under which NASA will furnish space vehicle launchings and associated services for the Second Generation of Indonesian Domestic Communications Satellites (hereinafter referred to as PALAPA-B) spacecraft on a reimbursable basis and the general responsibilities of the parties.

Ditjen Postel or its designee, Perusahaan Umum Telekomunikasi, (hereinafter referred to as PERUMTEL), a public corporation for telecommunications owned by the Government of the Republic of Indonesia, will negotiate with NASA and enter into a Launch Services Agreement. Such agreement will express the specific terms and conditions under which NASA will furnish launchings and associated services for the PALAPA-B program consistent with the general understandings set forth in this Memorandum of Understanding.

In accordance with the United States policy governing the provision of launch assistance announced October 9, 1972, NASA will provide launch services for those satellite projects and payloads which are for peaceful purposes and are consistent with obligations under relevant international agreements and arrangements and applicable laws and regulations.

PALAPA-B spacecrafts are destined for geostationary orbit for the purpose of extending the services of the existing PALAPA-A communications satellite services.

Article I. RESPONSIBILITIES

A. Ditjen Postel will undertake the following responsibilities:

1. The design, fabrication and testing of its PALAPA-B spacecraft.
2. Furnishing information to NASA of its requirements for a particular PALAPA-B 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 PALAPA-B spacecraft mission, payload description, orbital characteristics, environmental constraints, approximate launching dates and back-up launching requirements, tracking and data acquisition requirements, and such other information required by NASA for planning purposes.
3. Incorporating provisions in the PALAPA-B spacecraft design, specifications and test programs to assure and demonstrate PALAPA-B spacecraft compatibility with the appropriate launch vehicle physical constraints, safety requirements and in-flight environment and with tracking and data acquisition facilities.
4. Providing flight-ready PALAPA-B spacecraft at the Eastern Test Range (ETR), in accordance with the time schedules agreed upon under the Launch Services Agreement.
5. Furnishing all ground support equipment (GSE) peculiar to a PALAPA-B mission and personnel required for its operation, except for those items of GSE which NASA may specifically agree to provide and/or operate.
6. Performing all necessary analyses and implementing mission operation plans required for the placement of PALAPA-B spacecraft into geostationary orbit after separation of the respective spacecraft from the launch vehicle in low-earth orbit.

7. Requesting reimbursable tracking and data acquisition support from specific NASA tracking stations, if it is deemed necessary in connection with placement by Ditjen Postel or its contractors of PALAPA-B spacecraft from low-earth orbit 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 operations. This responsibility applies to such equipment as may be required after separation of a spacecraft from the launch vehicle in low-earth orbit.

B. NASA will undertake the following responsibilities:

1. Furnishing Space Transportation System (STS) specifications, mutually agreed technical consultation and information regarding 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. Make best efforts to schedule the PALAPA-B launchings within the general time periods requested by Ditjen Postel.
3. Provide appropriate U.S. launch vehicles capable of meeting PALAPA-B mission requirements. Launchings will be conducted from the Eastern Test Range (ETR) of the United States. It is intended that launchings will be conducted using the STS.
4. Providing necessary facilities and support, including launch crew services, for pre-launch integration of the PALAPA-B spacecraft at the ETR, and for Ditjen Postel checkout of the spacecraft.
5. Calculating the orbit achieved for PALAPA-B spacecraft separation from the STS, based on vehicle telemetry and tracking data.
6. Providing such additional Spaceflight Tracking and Data Network (STDN) support as may be requested by Ditjen Postel under article I, A, 7, above and agreed to by NASA.
7. Providing mutually agreed GSE support of specific or general Ditjen Postel requirements as requested under article I, A, 5, above.

Article II. REIMBURSEMENT PROVISIONS

Reimbursement provisions for launch services provided by the STS will be specified in the Launch Services Agreement and will be in accordance with the terms of NASA Management Instruction (NMI) 8610.8. Any revisions in reimbursement provisions published after the signature of the Launch Services Agreement will not be retroactively applied to such agreement.

Article III. LIMITATIONS OF LIABILITY

The Launch Services Agreement to be entered into shall state the allocation of liability arising out of the launch and associated services to be provided by the United States and by its contractors and subcontractors under this Memorandum of Understanding.

Article IV. DOCUMENTATION AND REPORTS

A. NASA and Ditjen Postel will exchange, through their respective Project Managers, all documents and information required for successful accomplishment of PALAPA-B missions, and such documents and information will be used as provided for in the Launch Services Agreement.

B. In using data passed to NASA under paragraph A, 2, of article I, and paragraph A of this article, NASA will respect and protect, consistent with applicable U.S. laws, the confidentiality of proprietary information designated as such by Ditjen Postel, as provided for in the Launch Services Agreement.

Article V. REGISTRATION OF SPACE OBJECTS

A. The Government of the Republic of Indonesia as the State of Registry shall register each PALAPA-B space object separated into earth orbit from the STS and shall furnish appropriate information regarding the space object to the Secretary General of the United Nations. The Government of the Republic of Indonesia shall have jurisdiction and control over PALAPA-B space objects upon separation from their respective launch vehicles into earth orbit.

B. The Government of the United States will register the STS and those components of PALAPA-B spacecraft not separated from the STS, as a single space object.

Article VI. DURATION AND AMENDMENT

A. This Memorandum of Understanding shall terminate on December 31, 1984, except with respect to launching and associated services provided after that date under a launch agreement executed on or before that date.

B. This Memorandum of Understanding may be amended by mutual consent of the parties.

C. This Memorandum of Understanding may be terminated by either party upon six months written notice, except with respect to launching and associated services provided after that date under a launch agreement executed on or before that date.

Article VII. ENTRY INTO FORCE

This Memorandum of Understanding, and any mutually agreed amendments thereto, will not enter into force until signed by both parties and confirmed by the Government of the United States and the Government of the Republic of Indonesia through an exchange of diplomatic notes.

[Signed — Signé]¹

For the Directorate General of Posts and
Telecommunications of the Republic of
Indonesia

Date: April 9, 1979

[Signed — Signé]²

For the U.S. National Aeronautics
and Space Administration

Date: April 9, 1979

II

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

April 11, 1979

Sir:

I have the honor to acknowledge receipt of your note dated April 11, 1979, with the attached Memorandum of Understanding, which reads as follows:

[See note I]

¹ Signed by W. Moenandir M. — Signé par W. Moenandir M.

² Signed by Robert Frosch — Signé par Robert Frosch.

I have the honor to state that the Government of the Republic of Indonesia confirms the provisions of the Memorandum of Understanding and concurs in the proposals in your 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 regarding this matter, which shall enter into force on the date of this reply.

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

[Signed]

D. ASHARI
Ambassador

The Honorable Cyrus Vance
Secretary of State
Washington, D.C.