

No. 21221

**BRAZIL
and
UNITED STATES OF AMERICA**

Agreement for use of the geostationary operational environmental satellite in the Brazilian national plan for data collection platforms. Signed at Brasília on 14 June 1982

Authentic texts: Portuguese and English.

Registered by Brazil on 27 August 1982.

**BRÉSIL
et
ÉTATS-UNIS D'AMÉRIQUE**

Accord concernant l'utilisation du satellite géostationnaire opérationnel pour l'étude du milieu dans le cadre du plan national brésilien de plates-formes de rassemblement de données. Signé à Brasília le 14 juin 1982

Textes authentiques : portugais et anglais.

Enregistré par le Brésil le 27 août 1982.

AGREEMENT¹ FOR USE OF THE GEOSTATIONARY OPERATIONAL ENVIRONMENTAL SATELLITE IN THE BRAZILIAN NATIONAL PLAN FOR DATA COLLECTION PLATFORMS BETWEEN THE GOVERNMENT OF THE FEDERATIVE REPUBLIC OF BRAZIL AND THE GOVERNMENT OF THE UNITED STATES OF AMERICA

The Government of the Federative Republic of Brazil and
The Government of the United States of America,
Desiring to cooperate in the collection of environmental data,
Have agreed as follows:

Article I. DESIGNATED EXECUTIVE ENTITIES

The Government of the Federative Republic of Brazil designates as executive entity, to implement this Agreement, the “Comissão Brasileira de Atividades Espaciais” (hereinafter referred to as COBAE), with the concurrency of the “Conselho Nacional de Desenvolvimento Científico e Tecnológico” (CNPq), through its “Instituto de Pesquisas Espaciais” (INPE), and the Government of the United States of America designates, for the same purpose, the National Oceanic and Atmospheric Administration (NOAA) through its National Earth Satellite Service (hereinafter referred to as NESS).

Article II. PURPOSE OF THE PROGRAM

The plan involves extensive networks of Geostationary Operational Environmental Satellite (GOES) self-timed Data Collection Platforms (DCPs) installed in Brazilian territory. One of the networks is to support the World Meteorological Organization/United Nations Development Program (WMO/UNDP) Amazonian Hydrology and Climatology Project (AHCP). Environmental data collected by the DCPs will be retransmitted by the GOES Data Collection System (DCS) and received by an earth station installed in the INPE laboratories in São José dos Campos, Brazil, where they will be processed and distributed to the local users. Certain portions of these data may be distributed through the Global Telecommunications System.

Article III. GENERAL PROVISIONS

A. Only those users of DCPs whose data are within the definition of environmental data according to the international telecommunications agreements for which the frequencies are allocated are eligible to use the GOES DCS. Environmental data are defined as observations and measurements of physical, chemical, or biological properties of the oceans, rivers, lakes, solid earth, and atmosphere, including space.

B. Authorization for GOES to use the 401.7 to 402.1 MHZ radio frequency band as an up-link and the 468.750 to 468.950 MHZ radio frequency band as a down-link appears in docket numbers 7422589, 8149078 and 8150578, of the Subcommittee for Frequency Allocation/Interdepartmental Radio Advisory Committee. Docket

¹ Came into force on 14 June 1982 by signature, in accordance with article IV.

No. 8149078 authorizes NESS to allocate frequency channels to COBAE. NESS will also provide address codes.

C. COBAE is responsible for obtaining authorization from the appropriate Brazilian Agency to operate its platforms on the frequency channels designated by NESS.

D. NESS will usually not allocate a channel to COBAE for its exclusive use; however, a channel may be allocated in this fashion when COBAE shows sufficient need as determined by NESS.

E. NESS reserves the right to terminate or temporarily halt its support for COBAE platforms in this program if satellite or earth equipment limitations require reduction or elimination of services.

F. Under conditions other than those in paragraph (E), COBAE will be notified of significant changes in the system's technical characteristics far enough in advance for it to be able to reorganize its observations program. Notification will usually be given three years prior to the change.

G. Unless exceptions are specified in another part of this Agreement, the data collected for COBAE will be available in NESS for other interested parties, as NESS considers appropriate.

H. All DCPs which COBAE plans to use as part of the GOES DCS are subject to type certification by NESS before deployment. Any modification to the DCP radio sets subsequent to the initial certification will require recertification before they can be used in the GOES DCS. The modifications requiring recertification pertain to changes in the timing or failsafe mechanisms, or any other part of the DCP radio sets that do not conform to the original certification or current NESS Data Collection Platform Radio Set Certification Standards.

I. NESS, in consultation with COBAE, will establish data collection schedules and message sizes for the COBAE DCPs as well as schedules and methods for dissemination of these data.

J. All transmissions from the DCPs to the GOES satellite will be coordinated with NESS before the transmission begins.

K. COBAE will be responsible for providing the appropriations and equipment needed to carry out the part of the program at the DCP locations.

L. COBAE will provide periodic reports, upon the request of NESS, on the present application of the data obtained from the use of the GOES DCS.

M. The Government of the United States of America will not be liable for damages or injuries resulting from use of the GOES DCS.

N. Each Party is responsible for ensuring that the provisions of this Agreement are compatible with the requirements of its program. Each Party may request amendments to this Agreement that will take effect upon the mutual consent of both Parties.

O. Whenever COBAE considers it necessary, it may interrupt operation of its DCPs.

P. Additional terms regarding the operation of the system are contained in the technical memorandum concluded between NESS and INPE.

Q. All operational data collected will be acquired by the INPE passive ground readout station.

R. The ability of COBAE and NESS to carry out their activities under this Agreement is subject to the availability of appropriated funds.

Article IV. ENTRY INTO FORCE AND TERMINATION

This Agreement will enter into force upon signature and shall remain for 10 years, unless terminated earlier at the election of either NOAA or COBAE, provided notification of such termination is forwarded by diplomatic note, from one Government to the other, not less than 90 days in advance of termination.

DONE at Brasília, on the 14 of June, 1982, in duplicate, in the Portuguese and English languages, both texts being equally authentic.

For the Government
of the Federative Republic of Brazil:

[*Signed*]

RAMIRO SARAIVA GUERREIRO

For the Government
of the United States of America:

[*Signed*]

LANGHORNE ANTHONY MOTLEY
