

No. 21786

FRANCE
and
FEDERAL REPUBLIC OF GERMANY

Convention on technical and industrial co-operation in respect of broadcasting satellites (with annexes and protocol of signature). Signed at Paris on 29 April 1980

Exchange of notes constituting an agreement amending the above-mentioned Convention. Paris and Bonn, 22 September 1981

Authentic texts: French and German.

Registered by France on 30 March 1983.

FRANCE
et
RÉPUBLIQUE FÉDÉRALE D'ALLEMAGNE

Convention sur la coopération technique et industrielle en matière de satellites de radiodiffusion (avec annexes et procès-verbal de signature). Signée à Paris le 29 avril 1980

Échange de notes constituant un accord modifiant la Convention susmentionnée. Paris et Bonn, 22 septembre 1981

Textes authentiques : français et allemand.

Enregistrés par la France le 30 mars 1983.

[TRANSLATION — TRADUCTION]

CONVENTION¹ BETWEEN THE GOVERNMENT OF THE FRENCH REPUBLIC AND THE GOVERNMENT OF THE FEDERAL REPUBLIC OF GERMANY ON TECHNICAL AND INDUSTRIAL CO-OPERATION IN RESPECT OF BROADCASTING SATELLITES

The Government of the French Republic and the Government of the Federal Republic of Germany (hereinafter referred to as the Contracting Parties),

Desiring to strengthen implementation of the provisions of the Treaty concerning Franco-German co-operation of 22 January 1963,² particularly those relating to the development of scientific co-operation between the two States, and to continue the co-operation in the field of space technology which began so fruitfully with the experimental telecommunications satellite *Symphonie*,

Considering the research and development already carried out in that area both by the French Republic and by the Federal Republic of Germany,

Considering that it is important to acquire in good time technical knowledge about the operation of broadcasting satellites and to create the technical and industrial conditions for the future production and sale of such satellites,

Desiring not to prejudice developments in respect of media policy in the two countries and in international relations by jointly developing broadcasting satellites and conducting pre-operational tests of such satellites,

Have agreed as follows:

Article 1. PURPOSE OF CO-OPERATION

1. The Contracting Parties shall jointly undertake to develop, construct, launch and station, and conduct pre-operational tests on, two broadcasting satellites of identical design, one French, the other German. Based on that design, the construction of the satellites shall be as identical as possible, subject to such modifications as may be required by the competent national administrations for the purpose, and shall contain common technical solutions. Furthermore, the various corresponding elements of each satellite shall be supplied, as a rule, by the same manufacturers. The modalities shall be specified in technical annex A to this Convention.

2. In addition, in accordance with technical annex A and financial annex B to this Convention, the necessary auxiliary facilities and components needed to construct a back-up satellite shall be made available to the Contracting Parties so that, in the event of a failure of either of the first two satellites, it will be possible to have a back-up satellite as soon as possible and within 18 months at the most. The corresponding modalities for implementation shall be determined by the Steering Committee provided for under article 5 below.

¹ Came into force on 1 December 1980, the date of receipt of the last of the notifications (effected on 18 September 1980 and 24 November 1980) by which the Contracting Parties informed each other of the completion of the required procedures, in accordance with article 17 (1).

² United Nations, *Treaty Series*, vol. 821, p. 323.

3. The two satellites shall each be operated with three broadcasting channels and shall be given sufficient reserve capacity. One of the two satellites shall be designed for the territory of the Federal Republic of Germany, the other for the territory of the French Republic, so as to comply with the decisions taken by the World Administrative Radio Conference of 1977 (WARC 1977). The satellite payloads, as regards radio communications technology, shall meet the specifications of the competent administrations (Deutsche Bundespost and Télédiffusion de France) and shall comply with the provisions of the International Telecommunication Union concerning existing telecommunications law.¹

4. During the development and construction phase, the satellites shall be the property of the industrial consortium provided for under article 3, paragraph 1, below. After delivery to the launch site and prior to launching, ownership of the satellites shall be transferred to the competent national bodies.

The modalities for implementing this provision and those relating to the ownership of all the other elements delivered shall be proposed by the Steering Committee to the Contracting Parties for their approval.

5. The two satellites shall be placed in orbit in the period 1983-1984 by means of the European Ariane launch vehicle, and shall be operated in a geostationary orbit of 19° W.

6. Co-operation between the Contracting Parties shall continue during and after the development and testing phase provided for in paragraph 1, for the production and marketing of operational broadcasting satellites constructed subsequently.

Article 2. OPERATION OF THE SATELLITES

Responsibility for operating the satellites provided for in article 1, paragraph 1, shall rest with the competent administrations (Deutsche Bundespost and Télédiffusion de France). They shall conduct operating tests with the satellites for at least two years and shall exchange the information thus acquired.

Article 3. INDUSTRIAL ORGANIZATION

1. The satellites, necessary auxiliary facilities and the components needed for a back-up satellite referred to in article 1, paragraphs 1 and 2, shall be ordered from a French-German industrial consortium at an inclusive price, with participation in the life of the satellite. The headquarters of the consortium shall be situated in the Federal Republic of Germany.

2. In the context of the consortium, overall co-ordination of the satellite project shall be provided by an integrated French-German group under the leadership of a German firm, and co-ordination of the two payloads shall be provided by an integrated French-German group under the leadership of a French firm.

3. The work relating to the development and construction of the satellites, the necessary auxiliary facilities and the components needed for a back-up satellite shall be distributed between German and French firms on the basis of a financial return of 54 per cent for the Federal Republic of Germany and 46 per cent for the French Republic.

4. The Ariane launch vehicles shall be ordered from Société Arianespace.

¹ See "International Telecommunication Convention, concluded at Malaga-Torremolinos on 25 October 1973" in United Nations, *Treaty Series*, vol. 1209, p. 3.

Article 4. COST AND FINANCING

1. The cost of developing and constructing the two satellites, the necessary auxiliary facilities and the components needed for a back-up satellite, as outlined in article 1, paragraphs 1 and 2, shall be borne by the Contracting Parties and divided equally between them.

2. Each Contracting Party shall bear the cost of the launch vehicle and launching in respect of the satellite intended for its own territory.

3. For the purposes of this Convention, the operating costs of the competent national administrations, the costs relating to the Earth stations, the costs of making available facilities for individual and collective reception, the costs of operating the satellites and related facilities and the other costs referred to in financial annex B, paragraph 6, shall be borne separately by each Contracting Party in so far as it is concerned.

4. The arrangements for the implementation of paragraphs 1 to 3 of this article shall be spelled out in financial annex B.

5. If it appears that the costs referred to in financial annex B cannot be kept within the limits of the final amounts set in financial annex B, paragraph 2, the Steering Committee shall take whatever steps are necessary, provided that the cost overruns do not exceed 10 per cent of these final amounts. If the overruns exceed 10 per cent of these final amounts, the Contracting Parties shall consult one another on the steps to be taken, while making every effort to continue the co-operation with a view to concluding a supplementary agreement to this Convention.

Article 5. STEERING COMMITTEE

1. Before completing the co-operation provided for in article 1, the Contracting Parties shall set up a Steering Committee. This Committee shall consist of two members appointed by the Government of the French Republic (from the National Centre for Space Studies and from Télédiffusion de France), and two members appointed by the Government of the Federal German Republic (from the Federal Ministry of Research and Technology and the Federal Ministry of Posts and Telecommunications). It shall take decisions by unanimity.

2. The Steering Committee shall elaborate general guidelines for co-operation and shall give directives to the Executive Secretariat set up under article 6 below for the implementation of those guidelines. *Inter alia*, it shall approve the contracts to be signed with the industrial consortium and those to be signed with Société Ariespace. On the joint proposal of the Contracting Parties, it shall designate the Director of the Executive Secretariat and his deputy. It shall approve the rules of procedure of the Executive Secretariat and any amendments thereto.

During the execution of the development and testing phase provided for in article 1, paragraph 1, it may amend the provisions of technical annex A, except for paragraph 1 thereof, subject to the provisions of article 4, paragraph 5, above.

3. It shall approve the annual budget prepared by the Executive Secretariat and the financing and payments plan referred to in article 7 below and updates thereof.

4. The Steering Committee shall meet on the initiative of its chairman or at the request of either Contracting Party, at least twice a year, alternately in France and in the Federal Republic of Germany.

5. The Committee shall be chaired alternately by a French member and a German member.

6. The Steering Committee shall draw up its rules of procedure and submit them, together with any amendments, to the Contracting Parties for approval.

Article 6. EXECUTIVE SECRETARIAT

1. With a view to executing the tasks stemming from the co-operation provided for in article 1, an Executive Secretariat composed of representatives of each Contracting Party shall be established at Munich. The Director of the Secretariat shall be appointed by the Steering Committee on the proposal of the Government of the French Republic. His deputy shall also be appointed by the Steering Committee on the proposal of the Government of the Federal Republic of Germany.

2. The Executive Secretariat shall draw up the contracts necessary for co-operation, shall seek, on the terms set forth in its rules of procedure, the approval of the Steering Committee and shall conclude these contracts on behalf of the Contracting Parties. Within the context of the directives given to it by the Steering Committee, it shall see to it that the programme is executed smoothly and shall report regularly to the Steering Committee.

3. It shall prepare the proposed annual budget and the financing and payments plan and updates thereof, submit them to the Steering Committee for approval and execute them.

4. The Executive Secretariat shall draw up its rules of procedure and submit them, together with any amendments, to the Steering Committee for approval. The rules of procedure shall specify, in particular, any important decisions on which the Director and his deputy must agree.

Article 7. FINANCING AND PAYMENTS PLAN, BUDGET

1. The work to be carried out as part of the co-operation shall be financed in accordance with financial annex B, and according to the terms of the financing and authorization plan referred to in articles 5 and 6 above.

2. The annual budget referred to in those same articles shall include, *inter alia*, the amounts of the commitments authorized and of the payments required.

Article 8. VERIFICATION OF PRICES

For the purposes of this Convention, the price legislation in effect in each State shall apply to the work carried out in each territory.

Article 9. INTERNATIONAL FREQUENCY AND SATELLITE REGISTRATION

1. The Contracting Parties shall comply with the regulations and recommendations of the International Telecommunication Union, particularly with respect to the decisions taken by the World Administrative Radio Conferences (WARC 1972, 1977, 1979), the findings of the work undertaken within the international consultative committees (CCITT, CCIR) and the regulations drawn up by the International Frequency Registration Board (IFRB).

2. In accordance with the responsibilities outlined in article 2, each Contracting Party shall proceed with the registration and notification of its own satellite, in accordance with international law, and with the acceptance, in accordance with national law, of Earth transmitting stations. This acceptance is within the competence of the national telecommunications administration in whose territory the Earth transmitting station is established.

3. The telemetry and telecommand frequencies used for the launching and placement in geostationary orbit phase shall be selected jointly by the Contracting Parties in agreement with the European Space Agency and the national aerospace operations centres.

Article 10. PATENTS, LICENCES AND OTHER RIGHTS OF USE

1. When a patent or other protective document pertaining to an invention resulting from work carried out in accordance with this Convention is filed with the competent authority of either Contracting Party, it shall also be filed with the competent authority of the other Party soon enough to ensure that the patent or other protective document has priority rights in accordance with the provisions of the Union Convention for the protection of industrial property signed at Paris on 20 March 1883.¹ When an application for a patent for an invention referred to in the previous sentence is filed with the European Patent Office by either Contracting Party, in accordance with its national legislation, the French Republic and the Federal Republic of Germany shall in any event be referred to as States of destination in the application.

2. The Contracting Parties shall take every step necessary to obtain rights of use, free of charge, of all patents and other protective documents referred to in paragraph 1. Such right of use shall include the right to grant other licenses of use to third parties in so far as the third parties are carrying out work for the Contracting Parties or for the competent administrations in each territory.

3. Each Contracting Party shall grant the other for the latter's own needs, the right to use all other results—such as files relating to the study, design and manufacture and test reports—obtained in connection with the co-operation that are available to it, on the same terms as those applied to it. The Contracting Parties shall grant one another on a permanent basis access to the lessons and results of co-operation concerning the pre-operational phase. Furthermore, they shall facilitate to one another the ongoing exchange of the lessons and results obtained within the context of technical and industrial co-operation under this Convention. The modalities of these exchanges shall be decided by the Steering Committee.

4. The right to use the results obtained in the context of the co-operation, including patents and protective documents, may not be transferred or granted by the Contracting Parties to a third country or to persons residing outside the territory of the French Republic and the Federal Republic of Germany for the purpose of use save with the agreement of both Contracting Parties. This rule shall apply *mutatis mutandis* to the communication of documents and the granting of aid and assistance for the development, construction and operation of broadcasting satellites.

¹ League of Nations, *Treaty Series*, vol. LXXIV, p. 289.

5. All contracts concerning the execution of co-operation shall contain conditions which will secure for the Contracting Parties the rights that are provided for by this article and that enable them to fulfil the corresponding commitments.

6. For the needs of the Contracting Parties after the pre-operational phase and for exports, each Party shall authorize and facilitate such supplies and services as are within the competence of its industry, in accordance with its national legislation.

In the event that one Contracting Party finds itself unable to meet this obligation, it shall not limit—in accordance with its national legislation—the opportunities available to the industry of the other Contracting Party of providing those supplies and services itself.

Article 11. CONTINUATION OF CO-OPERATION

1. For the continuation of industrial co-operation (manufacture and marketing of operational broadcasting satellites constructed later for the needs of each Contracting Party and for export), the French and German industrial enterprises which have participated in the pre-operational phase shall work within an appropriate joint organization based upon parity (division on a 50:50 basis of the financial cost of the respective shares of the work and financial risks). The Contracting Parties shall see to it that all the findings obtained during the pre-operational phase can be fully utilized to strengthen the international competitive position of the joint industrial organization.

2. With regard to the launching of broadcasting satellites constructed subsequently, priority shall normally be given, within the meaning of article VIII of the Convention for the establishment of a European Space Agency of 1975¹ to the Ariane launch vehicle. Such priority shall apply *mutatis mutandis* to exports to third countries.

3. The modalities of application concerning co-operation in the industrial phase shall be spelled out as soon as possible by agreement between the Contracting Parties and no later than one year after the signing of this Convention. They shall include, in particular, the principles and guidelines for a joint policy concerning the export of broadcasting satellites.

4. The Contracting Parties expect that, once this Convention comes into force, industrialists shall undertake joint action with a view to exporting satellites to third countries. Without prejudice to the provisions of paragraph 3 above, as soon as an export opportunity appears the Contracting Parties shall consult one another regarding the action they deem appropriate for them to take jointly, each within the context of its national procedures. With regard to export sales proper, the Contracting Parties shall consult one another and discuss jointly, on a case-by-case basis, the arrangements which they are prepared to consider within the context of their competence and their normal procedures with respect to guarantees and to credit. Whatever arrangements made shall be shared between the Contracting Parties in proportion to their participation in the production.

Article 12. PARTICIPATION OF THIRD PARTIES

The Contracting Parties shall consult one another on participation of third governments in the co-operation which is the subject of this Convention and shall take joint decisions on this issue.

¹ United Nations, *Treaty Series*, vol. 1297, p. 161.

Article 13. RESPONSIBILITY IN THE EVENT OF DAMAGE

The Contracting Parties shall consult one another with a view to dividing equitably any compensation for damage for which they are liable, either under the Convention on the international liability for damage caused by space objects, dated 29 March 1972,¹ or under international law in general.

Article 14. ARBITRATION

1. Disputes relating to the interpretation or implementation of this Convention shall as far as possible be settled through negotiation between the Contracting Parties.

2. If a dispute cannot be settled in this manner, each Contracting Party may then submit the dispute to an arbitral tribunal. It shall inform the other Contracting Party of its decision to resort to arbitration.

3. The arbitral tribunal shall be established for each particular case; to that end, each Contracting Party shall designate one member within two months starting from the notification referred to in paragraph 2 of this article. The two members thus designated shall by agreement choose a president who shall be a national of a third country. The president shall be designated no later than three months after the notification referred to in paragraph 2.

4. If the time-limits referred to in paragraph 3 are not observed and in the absence of any other arrangement between the Contracting Parties, either Party may ask the Secretary-General of the Permanent Court of Arbitration to proceed to make the necessary appointments.

5. The arbitral tribunal shall take its decisions by majority vote on the basis of the contracts between the Contracting Parties and international law. Its decisions shall be binding. Each Contracting Party shall bear the costs of the member designated by it and the costs of its representation before the arbitral tribunal. The costs relating to the president of the arbitral tribunal and the other charges relating to the arbitration shall be divided equally between the two Contracting Parties although the arbitral tribunal may decide otherwise. The arbitral tribunal shall determine its own rules of procedure.

Article 15. SUPPLEMENTARY AGREEMENTS

The modalities for the implementation of the commitments outlined in this Convention for continued co-operation, particularly those of article 1, paragraph 6, article 11 and article 17, paragraph 2, shall be settled by the Contracting Parties when the time comes through supplementary agreements to this Convention.

Article 16. CLAUSE APPLICABLE TO BERLIN

This Convention shall also apply to *Land Berlin*, provided that the Government of the Federal Republic of Germany has not delivered a contrary declaration to the Government of the French Republic within three months from the date of entry into force of this Convention.

Article 17. ENTRY INTO FORCE AND DURATION OF THE CONVENTION

1. Each Contracting Party shall notify the other of the completion of the procedures required for the entry into force of this Convention. The latter shall enter into force on the date of the receipt of the last such notification.

¹ United Nations, *Treaty Series*, vol. 961, p. 187.

2. The Contracting Parties consider that this Convention contains the basic principles of their long-term technical and industrial co-operation in the field of broadcasting satellites. In so far as these provisions relate to exports, the Convention shall be concluded for a period of 10 years; it shall be renewable as a general rule for further five-year periods by means of supplementary agreements referred to in article 15.

In so far as its provisions deal with the satellites of the Contracting Parties, the Convention shall terminate at the end of the experimental phase referred to in article 2, unless it is extended by a supplementary agreement in accordance with article 15.

3. Upon termination of this Convention, each Contracting Party shall have vested interests in respect of industrial property upon that date. Other questions raised by the termination of this Convention shall be settled jointly by the Contracting Parties.

DONE at Paris, on 29 April 1980, in duplicate, in the French and German languages, both texts being equally authentic.

For the Government
of the French Republic:

[ANDRÉ GIRAUD]

For the Government
of the Federal Republic of Germany:

[VOLCKER HAUFF]

[AXEL HERBST]

TECHNICAL ANNEX A TO THE CONVENTION BETWEEN THE GOVERNMENT OF THE FRENCH REPUBLIC AND THE GOVERNMENT OF THE FEDERAL REPUBLIC OF GERMANY ON TECHNICAL AND INDUSTRIAL CO-OPERATION IN RESPECT OF BROADCASTING SATELLITES

1. The technical programme shall cover the development, construction, launching and stationing of two broadcasting satellites, one French and one German. These satellites shall be operated with three broadcasting channels each, in accordance with the specifications of the respective competent telecommunications administrations (Deutsche Bundespost and Télédiffusion de France) and the provisions laid down by the International Telecommunication Union, and shall have sufficient reserve capacity. In that connection, the basic technical design shall be such as to permit subsequent expansion to five channels, to be operated simultaneously, without fundamental modifications.

The programme shall also cover provision of the necessary auxiliary facilities and the components needed to construct a back-up satellite so that, in the event of the breakdown of either of the primary satellites, a back-up satellite may be ready as soon as possible and at the most within 18 months. The corresponding modalities of application shall be determined by the Steering Committee.

In accordance with the decisions taken by the World Administrative Radio Conference in 1977 and 1979, the principal technical specifications of the two broadcasting satellites shall be as follows:

(a) *Satellite of the Federal Republic of Germany*

Intermediate frequency and equivalent isotropically radiated power (EIRP) of channels with a bandwidth of 27 MHz:

Channel 2: 11 746.66 MHz with 65.5 dBW \pm 0.25 dB

Channel 6: 11 823.38 MHz with 65.6 dBW \pm 0.25 dB

Channel 10: 11 900.10 MHz with 65.6 dBW \pm 0.25 dB

Channel 14: 11 976.82 MHz with 65.7 dBW \pm 0.25 dB

Channel 18: 12 053.54 MHz with 65.7 dBW \pm 0.25 dB

Number of channels simultaneously available: 3 out of 5

Position on the geostationary orbit: 19° West \pm 0.1°

Area covered by the satellite:

—Territory Federal Republic of Germany

—Shape Elliptical, with an inclination of 147° \pm 2° of the semi-major axis

—Three-decibel width 1.62° \times 0.72°

—Centre 49.90° latitude North, 9.66° longitude East

—Pointing error 0.1° (maximum in either direction)

Polarization of broadcasting signals: Left-hand circular polarization

Life of satellite: Seven years

Availability of overall system: 99 percent after three years in the event of only one satellite being available (save during periods of eclipse)

Uplink frequency band: 17.3 to 18.1 GHz

(b) *Satellite of the French Republic*

Intermediate frequency and equivalent isotropically radiated power (EIRP) of channels with a bandwidth of 27 MHz:

Channel 1: 11 727.48 MHz with 63.8 dBW \pm 0.25 dB

Channel 5: 11 804.20 MHz with 63.8 dBW \pm 0.25 dB

Channel 9: 11 880.92 MHz with 63.9 dBW \pm 0.25 dB

Channel 13: 11 957.64 MHz with 64.0 dBW \pm 0.25 dB

Channel 17: 12 034.36 MHz with 64.0 dBW \pm 0.25 dB

Number of channels simultaneously available: 3 out of 5

Position on the geostationary orbit: 19° West \pm 0.1°

Area covered by the satellite:

—Territory French Republic

—Shape Elliptical, with an inclination of 160° \pm 2° of the semi-major axis

—Three-decibel width 2.50° \times 0.98°

—Centre 45.54° latitude North, 2.60° longitude East

—Pointing error 0.1° (maximum in either direction)

Polarization of broadcast signals: Right-hand circular polarization

Life of the satellite: Seven years

Availability of overall system: 99 percent after three years in the event of only one satellite being available (save during periods of eclipse)

Uplink frequency band: 17.3 to 18.1 GHz

2. The technical specifications of the two satellites shall be determined in a single document approved by the Steering Committee. After describing the specifications

common to both, the document shall list separately the particular specifications of the satellite of the Federal Republic of Germany and those of the satellite of the French Republic.

Amendments and additions shall be submitted to the Steering Committee for approval. The design of the satellites must be compatible with known export plans and must provide for a life of nine years; this goal must be attained as soon as technological and reliability problems have been resolved.

3. Three-axis stabilized satellites shall be based on a modular design consisting of the following units:

- Propulsion module
- Service module
- Solar array
- Communications module
- Antenna module.

These modules must be easily accessible and it must be possible to assemble them individually and, to a large extent, to test them as independent units so that they are able to meet the specifications of subsequent operational satellites, particularly those envisaged in current export plans.

The "propulsion module" shall contain an integrated system of fuel tanks, fuel supply and thrusters for positioning the satellite and adjusting the orbit and attitude. It shall be based, as far as possible, on earlier developments, particularly *Symphonie* and *Galileo*.

The "service module" shall contain all the electronic systems needed to control the satellite's support systems. It shall be equipped with a telemetry/telecommand system functioning on the operational band and on S-band.

Digital and analog principles shall be used as appropriate:

- For attitude control, so as to meet the WARC pointing specification;
- For telemetry/telecommand, to facilitate coding and ciphering;
- For power supply, to optimize output.

When making the choice, particular attention will have to be given to possibilities for subsequent development and adaptability to various future requirements.

The "solar array" shall be composed of a twin array of carbon-fibre panels, the number of which may vary depending on the particular mission. Orientation towards the sun shall be controlled by a drive mechanism.

The "communication module" shall contain the electronic part of the payload with the associated thermal control. Pre-operational satellites shall each be equipped with five channels, only three of which will function simultaneously. The basic technical design of the operational satellites to be built later shall be such as to permit extension to five channels with an emitted power of up to 400 watts and with sufficient redundancy. The output multiplex shall guarantee that line losses en route to the broadcasting antenna are the same on all channels. In order to be able to use all possible combinations of channels, the temperature between the north and south panels shall be equalized by means of heat pipes.

The "antenna module" must be designed in such a way that it can be adapted to the various possible designs. In the pre-operational satellites, it will consist of a rigid antenna mast of carbon fibre and all the equipment to point the broadcasting and receiving antennas as needed. The communications and antenna modules shall have the same basic technical design in so far as technical details are concerned; however, they shall be tailored to the needs of the competent national administrations.

Based on a life of seven years, the dimensioning of the structure for the service and propulsion modules shall cover all missions up to full utilization (400 W per channel) of all five channels. However, the life will have to be extended to nine years as soon as this is possible technologically and from the reliability standpoint.

4. Integration of the payloads and overall integration of the broadcasting satellites referred to in article 1 of the Convention shall take place in the country for which these satellites are intended. The Steering Committee shall decide how the work is distributed.

5. The Steering Committee shall make proposals to the Contracting Parties concerning launch dates for the two broadcasting satellites so that the satellite which first meets all the conditions necessary for launching may be launched first.

6. An invitation to tender approved by the Steering Committee shall be transmitted to the consortium as soon as possible and no later than 29 May 1980.

The industrial consortium shall, within four months of the transmittal of the invitation to tender, submit to the party placing the order a bid containing a fixed quotation and providing for incentives pertaining to the life of the satellite, delivery dates and performance. This bid shall fully exploit the possibilities for industrial competition concerning subsystems and equipment within the context of the scheduling and distribution of work between French and German industries in accordance with the regulations concerning financial returns outlined in article 3, paragraph 3, of the Convention. This bid shall include a breakdown of costs by item, in accordance with the modalities to be determined in the invitation to tender.

FINANCIAL ANNEX B TO THE CONVENTION BETWEEN THE GOVERNMENT OF THE FRENCH REPUBLIC AND THE GOVERNMENT OF THE FEDERAL REPUBLIC OF GERMANY ON TECHNICAL AND INDUSTRIAL CO-OPERATION IN RESPECT OF BROADCASTING SATELLITES

1. The overall ceiling on fixed-price contracts to be concluded for the development and construction of the two broadcasting satellites, the necessary auxiliary facilities and the components needed to construct a back-up satellite for the pre-operational programme outlined in article 1, paragraphs 1 and 2, of the Convention shall be set, according to the initial cost estimate, at 555 million French francs, at the economic conditions prevailing in mid-1980 plus 281 million Deutsche Mark at the economic conditions prevailing in mid-1980.

2. The final amounts shall be determined on 29 October 1980, within that ceiling. They shall include all charges, taxes and miscellaneous fees.

3. The French Contracting Party shall be liable for:

—The cost of the work done by the French industry, payable in French francs, up to the maximum of 555 million French francs,

—Plus 4/54 of the work done by the German industry, payable in Deutsche Mark, up to the maximum of 4/54 of 281 million Deutsche Mark.

The German Contracting Party shall be liable for:

—50/54 of the cost of the work done by the German industry, payable in Deutsche Mark, up to the maximum of 50/54 of 281 million Deutsche Mark.

4. Each Contracting Party shall be liable for price changes resulting from economic conditions for the work which it finances in accordance with paragraph 3 above, on the basis of the economic conditions in the territory of the Contracting Party in which the work is being carried out.

5. The Steering Committee shall prepare each year for the entire programme, *inter alia* in compliance with article 5, paragraph 2, and article 6, paragraph 2, of the Conven-

tion, a statement on completion costs, payments made and financial returns in conformity with the provisions of the four preceding paragraphs of this annex.

If technical or organizational amendments during the execution of the programme make it necessary to redistribute the tasks, the Steering Committee shall take steps, on the proposal of the Executive Secretariat, to ensure that the rules set forth in article 3, paragraph 3, and in article 4, paragraphs 1 and 5, of the Convention are observed.

The modalities for implementing this provision shall be established by the Steering Committee as soon as possible and no later than 29 October 1980.

6. Each Contracting Party shall be liable for:

- Insurance costs for launching of its own satellite, on the understanding that the two Contracting Parties shall consult one another to seek and negotiate the best insurance terms;
- Costs of launch operations for the assistance given by the industrial consortium;
- Costs of national personnel assigned to the project;
- Investment costs for transmission-monitoring and angle-error-measurement stations;
- Costs relating to the launching of its satellite and the operation of its ground control system, including costs of using stations in third countries;
- Costs of one Ariane launching at the prices indicated in French francs in annex 1 to the Declaration made by certain European Governments concerning the production phase of Ariane launch vehicles, and in accordance with the clauses of the model Ariane-space contract, including the cost of supplementary work for its own satellite, which are not covered by the price of the Ariane launching, in so far as the Contracting Parties do not benefit equally from such work.

7. Certain operating costs of the Steering Committee and its subsidiary organs, for example supplementary work, experts, management supervision, representation and publishing costs, shall be shared equally between the Contracting Parties. The modalities shall be determined by the Steering Committee.

PROTOCOL OF SIGNATURE OF THE CONVENTION BETWEEN THE GOVERNMENT OF THE FRENCH REPUBLIC AND THE GOVERNMENT OF THE FEDERAL REPUBLIC OF GERMANY ON TECHNICAL AND INDUSTRIAL CO-OPERATION IN RESPECT OF BROADCASTING SATELLITES

1. The two Governments agree to engage, at the appropriate time, in an exchange of letters in order to set the date on which the period of operating tests mentioned in article 2 of the Convention shall end.

2. In respect of article 4, paragraph 5, of the Convention, it shall be clearly understood that under no circumstances shall any cost overruns for which the industry of one Contracting Party is responsible be charged to the other Contracting Party. Should any overruns result from changes requested by the Steering Committee, the rules laid down in article 3, paragraph 3, and in article 4, paragraph 1, of the Convention shall apply, provided that the total of such overruns does not exceed 10 per cent of the final amounts mentioned in paragraph 2 of financial annex B.

3. In respect of article 11, paragraph 2, of the Convention, the Government of the Federal Republic of Germany confirms that it will give preference to the Ariane launch vehicles, in that it will do its utmost to encourage, within the limits of its legal possibilities, prospective German users to acquire those launch vehicles. Of course, regarding the launching of satellites intended for export, the two Governments shall jointly suggest to potential users that preference be given to the Ariane launch vehicles.

4. Furthermore, the Government of the Federal Republic of Germany declares as follows: "Regarding article 11, paragraphs 3 and 4, of the Convention, the Government of the Federal Republic of Germany states that it may grant export credit insurance, to be available in the Federal Republic of Germany and on the basis of the customary criteria and that no other financial aids for export are available."

The Government of the French Republic notes the unilateral declaration made by the other Party. It considers that article 11, paragraph 4, of the Convention provides the most appropriate framework within which to settle, at the appropriate time, any problems which may arise.

Paris, 29 April 1980

For the Government
of the French Republic:
[ANDRÉ GIRAUD]

For the Government
of the Federal Republic of Germany:
[VOLCKER HAUFF]
[AXEL HERBST]

[TRANSLATION — TRADUCTION]

EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹
BETWEEN THE GOVERNMENT OF THE FRENCH REPUBLIC
AND THE GOVERNMENT OF THE FEDERAL REPUBLIC OF
GERMANY AMENDING THE CONVENTION OF 29 APRIL 1980
ON TECHNICAL AND INDUSTRIAL CO-OPERATION IN
RESPECT OF BROADCASTING SATELLITES²

I

FRENCH REPUBLIC
MINISTRY OF INDUSTRY

The Minister

Paris, 22 September 1981

Sir,

In accordance with article 11, paragraph 3, and article 1, paragraph 6, of the Convention between the Government of the French Republic and the Government of the Federal Republic of Germany on technical and industrial co-operation in respect of broadcasting satellites, dated 29 April 1980,² hereinafter referred to as the Convention, and considering the other provisions of the said Convention concerning the continuation of industrial co-operation and the export of broadcasting satellites, and the supplementary documents to this Convention, I have the honour to propose that our two Governments conclude the following agreement concerning industrial co-operation and the export of broadcasting satellites:

Article 1. In accordance with the second sentence of article 11, paragraph 1, of the Convention, when continuing industrial co-operation, the Contracting Parties shall see to it that all the findings obtained during the pre-operational phase and ongoing developments can be fully utilized, *inter alia*, to strengthen the international competitive position of the joint industrial consortium.

Article 2. 1. Provided that the same French and German industrial firms as in the pre-operational phase work on an equal basis (sharing the work and the financial risks on a 50/50 basis):

- (a) Each Contracting Party shall assign to the joint industrial consortium the task of building operational broadcasting satellites needed to meet its needs as determined sovereignly by itself, to the extent that the technical and economic conditions and delivery dates are reasonable,
- (b) The Contracting Parties shall endeavour, within the context of the means at their disposal, to see to it that export contracts which may be concluded with organizations from other countries concerning similar supplies are likewise awarded to the joint industrial consortium.

¹ Came into force on 22 September 1981, the date of the note in reply, in accordance with the provisions of the said notes.

² See p. 387 of this volume.

2. In the event of any departure from parity that does not result from the refusal of either Contracting Party to participate in an export operation, the Steering Committee shall propose measures to restore parity as soon as possible.

Article 3. With regard to the export of satellites to third countries, the Contracting Parties shall consult one another on the basis of mutual and ongoing information, with a view to:

- (a) Discussing possibilities of exporting broadcasting satellites and informing the industry accordingly;
- (b) Considering, at the appropriate time, suggestions and questions concerning the export of satellites submitted by the industry;
- (c) Considering and bringing into line with national legislation and procedure the steps to be taken with a view to promoting exports of broadcasting satellites by the consortium, possibly in co-operation with third parties;
- (d) Considering and deciding on joint contacts with third countries whose industrial firms wish to participate in the production of satellites for export;
- (e) Discussing jointly, on a case-by-case basis, the measures they are considering taking within the context of their competence and their customary credit and guarantee procedures. Any such measures will be shared among the Contracting Parties in proportion to their industrial participation.

Article 4. 1. The consultations provided for in article 3 (a) to (d) shall be conducted within the Steering Committee. Issues relating to guarantees and credit procedures (art. 3 (e)) shall be discussed, as necessary, by experts from the competent administrations. The Steering Committee shall be responsible for relations with the industrial consortium and, in particular, shall deal with issues relating to the organization and division of the industrial work. The Steering Committee shall be invited to participate in the meetings of experts (cf. second sentence above).

2. The consultation meetings shall be held within 30 days of the request of either party. They shall be held alternately in France and in Germany. The meetings shall be chaired by the Contracting Party in whose territory the consultations are held.

3. When the two Contracting Parties deem it necessary, the industrial consortium shall be invited to the consultations. As a general rule, the industrial consortium shall be informed of the outcome of the consultations by the Steering Committee.

Article 5. The provisions of the Convention and of the supplementary documents shall apply, in as far as they relate thereto, to the arrangements of this Agreement and, in particular, to article 10 (Patents, licences and other rights of use), especially paragraph 6 thereof, article 11, paragraph 2 (utilization of the Ariane launch vehicle), article 16 (clause applicable to Berlin) and article 17, paragraph 3 (rights in respect of industrial property in the event of denunciation).

I should be grateful if you could let me know whether the above meets with the approval of the competent authorities of the Federal Republic of Germany. If it does, this letter and your reply shall constitute an agreement which shall come into force on the date of your reply. It shall remain in effect until 1 December 1990 and shall be renewed automatically for successive five-year periods but not beyond the duration of the validity of the Convention.

Accept, Sir, etc.

[PIERRE DREYFUS]

Mr. Andreas von Bülow
Federal Minister of Research and Technology
Bonn

II

FEDERAL MINISTER OF RESEARCH AND TECHNOLOGY

Bonn, 22 September 1981

Sir,

I have the honour to acknowledge receipt of your letter dated 22 September 1981 in which, on behalf of your Government, you propose the conclusion of an agreement between the Government of the French Republic and the Government of the Federal Republic of Germany. Your letter in the agreed German version reads as follows:

[*See note I*]

I have the honour to inform you that my Government agrees to the proposal contained in your letter. Your letter and this reply shall therefore constitute an agreement between our two Governments, which shall enter into force on 22 September 1981.

Accept, Sir, etc.

[ANDREAS VON BÜLOW]

Mr. Pierre Dreyfus
Minister of Industry
Paris