

No. 24242

**AUSTRALIA
and
UNITED STATES OF AMERICA**

**Agreement concerning the furnishing of launch and associated services for Australia's national satellite system.
Signed at Washington on 7 March 1985**

Authentic text: English.

Registered by Australia on 7 July 1986.

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

Accord relatif à la fourniture de services de lancement et de services connexes pour le système de satellite national de l'Australie. Signé à Washington le 7 mars 1985

Texte authentique : anglais.

Enregistré par l'Australie le 7 juillet 1986.

AGREEMENT¹ BETWEEN THE GOVERNMENT OF AUSTRALIA AND THE GOVERNMENT OF THE UNITED STATES OF AMERICA CONCERNING THE FURNISHING OF LAUNCH AND ASSOCIATED SERVICES FOR AUSTRALIA'S NA- TIONAL SATELLITE SYSTEM

The Government of Australia and the Government of the United States of America, through the National Aeronautics and Space Administration (NASA),

Noting the desire of the Government of Australia to establish a National Satellite System to provide national telecommunications for Australia based on the use of geostationary communications satellites;

Desiring to record their responsibilities and the terms and conditions under which NASA shall furnish launch and associated services, utilizing the Space Transportation System, on a reimbursable basis, for the space segment of Australia's National Satellite System, the satellites for which shall be owned and operated by AUSSAT Pty Limited (AUSSAT), a company incorporated in the Australian Capital Territory and which must by law have at least three quarters of its shareholding held by or on behalf of the Government of Australia;

Have agreed:

Article 1. LAUNCH SERVICE AGREEMENTS

The Government of the United States and the Government of Australia intend that, at an appropriate time NASA and AUSSAT shall negotiate and enter into Launch Services Agreement or Agreements (hereinafter called the "Launch Services Agreement") which shall be subject to United States laws and shall express the specific terms and conditions under which NASA shall furnish, consistent with this Agreement, launch and associated services to AUSSAT.

Article 2. UNITED STATES LAUNCH POLICY

The launch and associated services shall be provided in accordance with the United States policy governing the provision of launch assistance, approved by the President on August 6, 1982, for those satellite projects and payloads which are for peaceful purposes and are consistent with obligations of the Government of the United States under relevant international agreements and arrangements binding on the Government of the United States, and with United States laws, regulations and published policy.

Article 3. PAYLOADS

Apogee and perigee propulsive stages and related airborne equipment, if any, shall constitute a portion of the payloads.

Article 4. RESPONSIBILITIES

NASA and AUSSAT shall set out, in the relevant Launch Services Agreement, their responsibilities for exchanging relevant technical, operational

¹ Came into force on 7 March 1985 by signature, in accordance with article 10(1).

and mission-unique data and providing those services appropriate and necessary for the implementation of the missions covered by this Agreement.

Article 5. REIMBURSEMENT PROVISIONS

Reimbursement for launch services shall be specified in the Launch Services Agreement and shall be consistent with the terms of 14 CFR 1214 for the Space Transportation System. Any revisions in reimbursement provisions published after the signature of a Launch Services Agreement shall not be applied retroactively to such Agreement unless such application is agreed to in writing by both parties to the Launch Services Agreement.

Article 6. LIABILITY

The Launch Services Agreement shall allocate any liability that may arise out of the launch and associated services to be provided by NASA and by its contractors and sub-contractors.

Article 7. EXCHANGE AND HANDLING OF DATA

Data to be provided under Article 4 shall be exchanged by NASA and AUSSAT through their respective project managers and shall be used and handled as provided under the relevant Launch Services Agreement. In the event that it is necessary for AUSSAT to furnish data which it has designated as proprietary, NASA shall protect such designated data to the extent permitted under United States law.

Article 8. REGISTRATION OF SPACE OBJECTS

In the event that Australia becomes a party to the Convention on the Registration of Objects Launched Into Outer Space (hereinafter referred to as the Convention), done at New York City, January 14, 1975,¹ the Government of Australia shall ensure that, in accordance with the Convention, each space object separated in earth orbit from its launch vehicle shall be registered and that appropriate information regarding the space object shall be furnished to the Secretary-General of the United Nations. Prior to Australia becoming a party to the Convention, AUSSAT shall furnish to NASA, in a timely manner, all appropriate information regarding the space object or objects to enable the Government of the United States to fulfill its obligations under the Convention. The Government of the United States shall ensure that the launch vehicles shall be registered in accordance with the Convention.

Article 9. JURISDICTION AND CONTROL OVER SPACE OBJECTS

The Government of Australia shall have jurisdiction and control over space objects upon separation in earth orbit from their respective launch vehicles.

Article 10. ENTRY INTO FORCE, DURATION AND AMENDMENTS

1. This Agreement shall enter into force upon signature and shall remain in force until July 1, 1994.

2. In the event that either Government wishes to terminate this Agreement, it shall notify the other Government in writing. The Agreement shall terminate six months after receipt of the notification.

¹ United Nations, *Treaty Series*, vol. 1023, p. 15.

3. This Agreement may be amended only by written agreement of both Governments.

4. Termination of this Agreement under paragraph 2 above shall not affect the obligations of NASA and AUSSAT with respect to launch and associated services provided after that date under a Launch Services Agreement executed on or before that date. In the event of termination, any financial questions arising therefrom shall be resolved in accordance with the Launch Services Agreement or other applicable agreements between NASA and AUSSAT.

IN WITNESS WHEREOF, the undersigned, duly authorized thereto, have signed this Agreement.

DONE at Washington this sixty-sixth day of one thousand, nine hundred and eighty-five.

For the Government
of Australia:

[Signed]

ROBERT C. COTTON
Ambassador for Australia

For the Government of the United
States of America by the National
Aeronautics and Space Administra-
tion:

[Signed]

JAMES M. BEGGS
Administrator