

the event the license(s) are revoked, the Government of the People's Republic of China agrees to cooperate in the return of any equipment and technical data that was transferred prior to revocation.

## II. AUTHORIZED TECHNICAL DATA

Disclosure of technical data by the consignee will be limited to public domain information, information essential to the fulfillment of contractually designated tasks, and will be limited, additionally, to the interface information specified below.

Disclosure of technical data controlled by the Government of the United States of America will be limited only to the interface information specified below. No additional controlled technical data or other information will be disclosed without the prior written approval of the Government of the United States of America. Only the following interface form, fit, and function data that describe mechanical and electrical mating requirements for attaching the spacecraft to the launch vehicle is authorized for release: orbit requirements; launch window; weight; center of gravity; envelope; dynamic loading; power usage/conditioning; interface adaptor requirements; environmental requirements; propellant requirements; frequency plans, including telemetry, tracking & control (TT&C); safety plans; test flows; separation characteristics; ground handling/test equipment; and test/flight event sequences.

The Government of the People's Republic of China agrees not to transfer any technical data in any form (including assigning personnel to assist third countries or parties) concerning the satellite or interface systems to any third party or country without the prior written approval of the Government of the United States of America.

## III. UNAUTHORIZED TECHNICAL DATA AND ASSISTANCE

Disclosure of technical data not specifically authorized is prohibited. The People's Republic of China will not seek, and consignee will not provide, any assistance, other than that described in Section II, to the People's Republic of China relating to the design, development, operation, maintenance, modification, or repair of the equipment (as defined in Section I) and the launch vehicle. Any such provision or acquisition of data will constitute a violation of this Agreement.

## IV. ACCESS CONTROLS

### A. United States Government Oversight

The Government of the United States of America retains the right to oversee and monitor implementation of the Hughes-CGWIC Plan.

Access to all equipment and technical data will be controlled on a 24-hour basis by U.S. persons\*\* who have received training in

\*\*"U.S. person(s)" means, for the purposes of this Agreement-

A natural person who is a citizen or national of the United States of America, or has been lawfully admitted to the United States of America for permanent residence under the Immigration and Nationality Act of the United States of America and maintains such a residence

security procedures from the Government of the United States of America. Such persons will control access throughout launch preparations, satellite transportation, mating/demating, test and checkout, satellite launch, and return of equipment to the United States of America.

The Government of the People's Republic of China agrees that the Government of the United States of America has the right to inspect the equipment and technical data which is provided by the consignee to the People's Republic of China and/or located at the consignee's facilities in El Segundo, California, without prior notice to the Government of the People's Republic of China or the consignee. Furthermore, the Government of the People's Republic of China agrees that the Government of the United States of America has the right to electronically inspect and monitor, including through a closed circuit television system and electronic devices compatible with launch operations and launch safety, all areas where the consignee's equipment and technical data are located, including the spacecraft clean operation area after the mating of the spacecraft to the launch vehicle. The Government of the United States of America does not intend that these actions interfere with the launch preparation and/or harm launch safety.

#### B. Badge Access Controls

All persons, including employees of the consignee, Government of the United States of America personnel, and non-U.S. persons, are required to display prominently identification badges while performing duties associated with the launch. In the case of U.S. persons, the badges will be issued by the Government of the

United States of America, or a private United States firm designated by the Government of the United States of America, and will identify the individual bearer by name, photo, access authorization, and facility access.

In the case of non-U.S. persons performing launch-associated duties at the consignee's facilities in California, a temporary identification badge will be issued, distinctive in color, which will be marked "visitor." Issuance of these badges will be controlled by the consignee.

Access to the facilities housing the equipment and technical data or facilities where the spacecraft and/or rotors are assembled, tested, or stored will only be permitted as specified by the badge and will be limited, to the greatest extent possible, to U.S. persons. Non-U.S. persons will be escorted at all times by U.S. persons who have received training in security procedures from the Government of the United States of America.

#### V. SATELLITE PROCESSING

##### A. Spacecraft to Launch Vehicle Integration

Access by non-U.S. persons or People's Republic of China representatives at the consignee's facilities in California will be controlled as provided in Section IV of this document. In the case of testing the equipment, non-U.S. persons would be permitted access only as needed for test validation of the adaptors designed by Beijing Wan Yuan Industry Corporation (BWYIC) to tie the spacecraft to the launch vehicle. Testing of

the adaptors will be performed at a location separate from the facilities housing the spacecraft. Non-U.S. persons will not be permitted to observe testing of equipment other than the adaptors.

#### B. Transportation of the Spacecraft

The spacecraft, and other equipment, will be transported to the People's Republic of China aboard a U.S.-registered aircraft operated by U.S. persons. Non-U.S. persons may join the aircraft at the point-of-entry designated by the Government of the People's Republic of China to perform navigational duties from point-of-entry to the launch site. Non-U.S. persons will not be permitted into the cargo area of the aircraft during flight.

The Government of the People's Republic of China agrees that the aircraft carrying the spacecraft, equipment, and technical data can pass through Customs in the People's Republic of China without inspection, and will not be subject to inspection while in the People's Republic of China. However, the flight manifest will be made available to People's Republic of China Customs officials. Issuance of an export license to Hughes by the Government of the United States of America will be conditioned expressly on Hughes's commitment not to carry aboard the aircraft transporting the spacecraft (and related equipment and technical data) any contraband goods unrelated to the launch activities. A further condition of the export license will be Hughes's commitment that the aircraft is in compliance with relevant Customs regulations of the People's Republic of China.

In the event of accident or crash in the territory of the People's Republic of China of the aircraft transporting the spacecraft, recovery terms of Section VI will apply.

#### C. Preparations at Launch Site

Non-U.S. persons may unload the aircraft and deliver the sealed crates to the satellite preparation area at the launch site under supervision of U.S. persons. Unless specifically permitted by persons authorized by the Government of the United States of America, non-U.S. persons will not be allowed into the satellite preparation area for any purpose while the satellite, including the kick motors or any related equipment, is being tested and/or prepared for integration.

#### D. Launch Pad Operations

U.S. persons will assemble the spacecraft, add propellant to the spacecraft, and place the spacecraft in the fairing. The transport vehicle carrying the sealed container may be driven by a national of the People's Republic of China, under supervision of U.S. persons. Launch preparation and satellite testing at the launch pad will be conducted by U.S. persons. U.S. persons will monitor access to the spacecraft clean operation area once the spacecraft and the launch vehicle are integrated.

#### VI. LAUNCH FAILURE, DELAY, OR CANCELLATION

U.S. persons will control or supervise removal of the fairing or access to the payload bay or any U.S.-supplied equipment in the event of a launch delay requiring such procedures. U.S. persons

must be present if the satellite is exposed or removed from the launch vehicle after the satellite is mated to the launch vehicle. The satellite will be under U.S. control from the launch pad to the satellite preparation area, where it will be repaired for remating or dismantled for return to the United States of America. U.S. persons will control the satellite upon return to the launch pad and will remate the satellite. The satellite, equipment, and technical data will be loaded under the control of U.S. persons on a U.S.-registered aircraft for return to the United States of America in the event the launch is cancelled.

In the event of a launch failure after liftoff, the Government of the People's Republic of China agrees to permit U.S. persons to assist in the search for and to recover any and all parts/debris from the spacecraft resulting from the accident. A U.S.-controlled "satellite debris recovery site" will be located near the launch facility. Access to this location will be controlled as provided in Section IV of this Agreement. The Government of the People's Republic of China also agrees to return all items associated with the spacecraft recovered by its nationals immediately to the United States of America without having examined or photographed them in any manner. The People's Republic of China further agrees to permit Government of the United States of America satellite accident search and recovery personnel to have access to the accident site.

VII. POST-LAUNCH PROCEDURES

All equipment and technical data associated with the launch, brought into the People's Republic of China, including equipment

to test the satellites and "failed units," will be dismantled by U.S. persons and such equipment and data will be returned to the United States of America aboard a U.S.-registered aircraft. Procedures described in Section V (B-D) will be followed, including exemption from Customs inspection.

VIII. CONDUCT OF U.S. PERSONS WHILE IN THE PRC

U.S. persons, while in the People's Republic of China supporting these launch activities, shall observe the published laws and regulations of the country. These persons will not engage in business or commercial activities beyond or in conflict with the provisions of this Agreement. U.S. persons shall not engage in activities that will harm launch safety or would lead to the transfer of Chinese launch vehicle and launch operations technology.

IX. SETTLEMENT OF DISPUTES

Disputes between the parties, regarding the application and interpretation of this Memorandum of Agreement, shall be resolved by consultation through diplomatic channels.

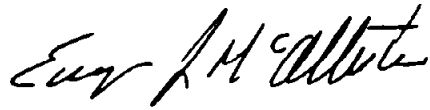
X. ENTRY INTO FORCE

This Agreement shall enter into force upon notification by the Government of the United States of America to the Government of the People's Republic of China that a license for the export of the Asiasat or Aussat satellite(s) to the People's Republic of China for launch therein has been approved.

IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective Governments, have signed this Agreement.

DONE at Washington in duplicate, in the English and Chinese languages, both texts being equally authentic, this 17 day of December, 1988.

FOR THE GOVERNMENT OF THE  
UNITED STATES OF AMERICA:



FOR THE GOVERNMENT OF THE  
PEOPLE'S REPUBLIC OF CHINA.

