

14 Feb 94

AGREEMENT
BETWEEN THE GOVERNMENT OF THE REPUBLIC OF KAZAKHSTAN
AND THE GOVERNMENT OF THE RUSSIAN FEDERATION
AND THE GOVERNMENT OF THE UNITED STATES OF AMERICA
ON TECHNOLOGICAL SAFEGUARDS ASSOCIATED WITH THE
LAUNCH OF THE INMARSAT-3 SATELLITE

ARTICLE I
PURPOSE

This Agreement is entered into between the Government of the Republic of Kazakhstan and the Government of the Russian Federation and the Government of the United States of America (hereinafter referred to as "the Parties") for the purpose of precluding the unauthorized transfer of sensitive U.S. and Russian technology associated with the launching by a Proton launch vehicle of a U.S.-manufactured INMARSAT-3 satellite from the Baikonur Cosmodrome in the Republic of Kazakhstan.

ARTICLE II
GENERAL PROVISIONS

1. This Agreement applies to all phases of launch activity, including activities at all facilities of Martin Marietta Astro Space (hereinafter "U.S. consignee") and KHRUNICHEV Space Research and Production Space Center (hereinafter "Russian consignee") and its subcontractors involved in the project as well as all phases of transportation of the spacecraft and related equipment between the United States of America and the Russian Federation and the Republic of Kazakhstan, and in the Russian Federation and the Republic of Kazakhstan.

This Agreement also applies to activities of all persons at the Baikonur Cosmodrome in the Republic of Kazakhstan, including officials of the Russian Federation, personnel of all relevant organizations over which the Russian Federation exercises jurisdiction and control, and, in addition, to the activities of personnel of all relevant organizations, officials of the Republic of Kazakhstan and, in addition, to the activities of officials of the United States of America who will be undertaking specific kinds of activities at the Cosmodrome in connection with this Agreement.

The Government of the Russian Federation shall ensure that its agents or contractors comply with the obligations set forth in the technical control plan between the U.S. and Russian Consignees.

2. This Agreement specifies the security procedures to be followed for launch of the U.S.-manufactured INMARSAT-3 satellite. This Agreement controls access to the U.S.-manufactured spacecraft, and related equipment and technical data, and, in addition, to the Proton launch vehicle, which is manufactured in Russia, and related equipment and technical data. Except as described in Section IV or otherwise authorized in advance by export licenses issued by the Government of the United States of America, under no circumstances shall there be unmonitored or unescorted access to the spacecraft, or any equipment and technical data related to the launch, nor shall such related equipment and technical

data be disclosed to the Government of the Russian Federation or to a Russian firm, agency, or organization, in any way, including visual access. The U.S. consignee shall retain ownership of the spacecraft and related equipment and technical data at all times. The Russian consignee shall retain ownership of the Proton launch vehicle, related equipment and technical data. Correspondingly, with the exception of cases when this is authorized by the Government of the Russian Federation, unmonitored access and unescorted access to the Proton launch vehicle or any equipment or technical data connected with its launch will not be allowed.

3. This Agreement takes precedence over the detailed technology control plan for the launch to be developed between the U.S. and Russian Consignees. Any conflict between the provisions of this Agreement and the provisions of the U.S. and Russian Consignees' technology control plan shall be resolved in favor of this Agreement.

4. If the Government of the United States of America determines that any provisions of either this Agreement or the Consignees' technology control plan may have been violated, it may suspend or revoke any export license(s) related to the launch. The Government of the United States of America shall, upon suspending or revoking any such export license(s), notify the Governments of the Russian Federation and the Republic of Kazakhstan promptly and explain the reasons for its decision. Furthermore, nothing in this Agreement shall be construed to

mean that the Government of the United States of America shall be constrained from taking any action on the license(s) consistent with United States laws and regulations.

Nevertheless, the Government of the United States of America shall do its utmost to assure continuity of the license(s) and completion of the transactions covered by such licenses. In the event a license is revoked, the Governments of the Russian Federation and the Republic of Kazakhstan shall ensure the expeditious return to the United States of any equipment and technical data that was transferred prior to revocation to the Russian Federation or to an official of the Russian Federation.

ARTICLE III DEFINITIONS

1. Related Equipment - support equipment, ancillary items, components and spare parts thereof required for the launch of the spacecraft on the Proton launch vehicle.

2. Spacecraft - The INMARSAT-3 satellite and Kick motors, which are manufactured in the United States.

3. Technical Data -

(a) classified information relating to the spacecraft and related equipment, or analogous information regarding the Proton launch vehicle and related equipment;

(b) information covered by regulations for the protection of interests i.e., information covered by an invention secrecy order);

(c) proprietary or non-proprietary information which is directly related to the design, engineering, development, production, processing, manufacture, use, operation, overhaul, repair, maintenance, modification, or reconstruction of the spacecraft and related equipment, and analogous information related to the Proton launch vehicle. This includes, for example, information in the form of blueprints, drawings, photographs, plans, instructions, computer software, and documentation.

4. U.S. Participant - a natural person who is a protected individual of the United States of America as defined by the U.S. Immigration and Naturalization Act, as amended, and has received permission from the Government of the United States of America for participation in work preparing for launch of the spacecraft and in work during its launch.

5. Russian Federation Participant - a natural person who is a citizen of the Russian Federation, and who has received permission from the Government of the Russian Federation for participation in work preparing for launch of the spacecraft and in work during its launch.

6. Republic of Kazakhstan Participant - a natural person who is a citizen of the Republic of Kazakhstan, and who has received permission from the Government of the Republic of Kazakhstan for participation in work preparing for launch of the spacecraft and in work during its launch.

7. Launch Activities - all actions associated with this Agreement beginning with the initial technical discussion, up to and including launch and/or return of the spacecraft and related equipment to the United States of America.

ARTICLE IV
TECHNICAL DATA AUTHORIZED FOR DISCLOSURE

1. Disclosure of technical data by the U.S. Consignee shall be limited to public domain information and to the interface information controlled by the Government of the United States of America specified below. No additional technical data or other information shall be disclosed by the U.S. Consignee without the prior written approval of the Government of the United States of America. The disclosure of technical data by the Russian consignee shall be limited to public domain information and to the interface information controlled by the Government of the Russian Federation. No additional technical data or other information shall be disclosed by the Russian Consignee without the prior written approval of the Government of the Russian Federation

2. Only the following interface form, fit, and function data that describe mechanical and electrical mating requirements for attaching the spacecraft to the launch vehicle shall be authorized for release by the U.S. Consignee to the Government of the Russian Federation or the Russian Consignee: orbit requirements; launch window; dimensional values; weight; center of gravity; envelope; dynamic loading; power usage/conditioning; interface adapter requirements; environmental requirements; propellant requirements; frequency plans, including telemetry, tracking and control (TT and C); safety plans; test flows; separation characteristics; ground handling/test equipment; and test/flight event sequences. Requests for additional technical data, essential for the successful launch of the spacecraft, may be directed to the Government of the United States of America by the Government of the Russian Federation, and also by the Russian and U.S. Consignees.

3. The Government of the Russian Federation and the Russian Consignee shall not retransfer any of the foregoing technical data controlled by the Government of the United States of America by sale, lease, release, assignment, loan, conveyance, or any other means to anyone not an officer, employee, or agent of the Russian Federation without first obtaining the prior written approval of the Government of the United States, and shall use this data solely for the purpose of carrying out the activities contemplated by this Agreement. The Government of the United States of America and the U.S. Consignee shall not

retransfer any of the technical interface data controlled by the Government of the Russian Federation by sale, lease, release, assignment, loan, conveyance, or any other means to anyone not an officer, employee, or agent of the United States of America without first obtaining the prior written approval of the Government of the Russian Federation, and shall use this data solely for the purpose of carrying out the activities contemplated by this Agreement.

4. Disclosure by the U.S. consignee of technical data not specifically authorized for release by the Government of the United States of America is prohibited. The Government of the Russian Federation and the Russian Consignee shall not seek any technical data or assistance not specifically authorized for release to the Russian Consignee or the Government of the Russian Federation relating to the design, development, operation, maintenance, modification, or repair of the satellite and related equipment (as defined in Article III of this Agreement), or which can be used to modify the launch vehicle or launch facilities. Any such provision or acquisition of data shall constitute a violation of this Agreement. Requirements, analogous to those indicated above, exist for the Government of the United States of America and the American Consignee, regarding technical data related to the design, development, operation, maintenance, modification, or repair of the Proton launch vehicle and related equipment

ARTICLE V
ACCESS CONTROLS

1. The Governments of the Russian Federation, the Republic of Kazakhstan and the United States of America shall oversee and monitor implementation of the technology control plan between the U.S. Consignee and the Russian Consignee, and the Governments of the Russian Federation and the Republic of Kazakhstan shall permit and facilitate that oversight and monitoring, and shall assist the Government of the United States of America therein.

2. Access to the spacecraft, related equipment, and technical data shall be controlled on a 24-hour basis by U.S. participants who have received training in security procedures from the Government of the United States of America. Such participants shall control access throughout launch preparations, satellite transportation, mating/demating, test and checkout, satellite launch, and return of related equipment and technical data to the United States of America.

3. The Governments of the Russian Federation and the Republic of Kazakhstan agree that the Government of the United States of America has the right to inspect, at facilities which are specially set aside for work with the spacecraft, the equipment and to check the technical data which is provided by the U.S. Consignee to the Russian Consignee without prior notice to the Governments of the Russian Federation and the Republic of Kazakhstan, the U.S. Consignee, or the Russian Consignee. Furthermore, the Government of the Russian

Federation agrees that the Government of the United States of America has the right to inspect and monitor, including electronically through a closed circuit television system and other electronic devices compatible with launch operations and launch safety, all areas agreed upon between the participants of the Russian Federation and the United States of America where the U.S. Consignee's equipment and technical data are located, including the "especially clean" portion for working with the spacecraft after the spacecraft's mating with the launch vehicle, and all areas agreed upon between participants of the Russian Federation and the United States of America along the route which the launch vehicle with the satellite mounted on it may follow to the launch pad. The specifications and technical characteristics of such electronic devices must be coordinated with the Government of the Russian Federation. The Government of the Russian Federation shall give timely notice to the Government of the United States of America of any operations that may create a conflict between the access control and monitoring requirements of the two Parties so that suitable arrangements can be agreed to safeguard the controlled equipment and technical data of both Parties. At no time shall the U.S. Consignee's control of access and monitoring of the satellite and related equipment and technical data be denied or interrupted. The Government of the United States of America does not intend that these actions interfere with the launch preparation and/or harm launch safety, nor be directed at the acquisitions of technology and/or information of Russian origin, which is not connected with the realization of the

launch of the spacecraft or the transfer of which is not approved by the Government of the Russian Federation.

4. In coordination with the Russian and Kazakh side, all persons, including employees of the U.S. Consignee, Government of the United States of America personnel, and non-U.S. participants, shall display prominently identification badges while performing duties associated with the launch. Such access badges to the premises and area of the technical and launch facilities, which have been specially set aside for work with the spacecraft, shall 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, together with a photograph, shall indicate the bearer's name.

5. In the case of Russian Federation participants or the Russian Consignee and the Republic of Kazakhstan performing launch-associated duties at the U.S. Consignee's facilities in the United States of America, temporary identification badges shall be issued, distinctive in color, which shall be marked "visitor." Issuance of these badges shall be controlled by the U.S. Consignee.

6. Access to the facilities housing the U.S.-manufactured equipment and technical data or facilities where the spacecraft and/or kick motors are located, assembled, tested, or stored shall only be permitted as specified by the badge and shall be

limited to those persons as specified herein. Non-U.S. participants when visiting such facilities and areas where work is being conducted with the spacecraft shall be escorted at all times by U.S. participants who have received training in security procedures organized by the Government of the United States of America. Access to the facilities and areas and premises at the technical and launch sites not specially set aside for work with the spacecraft must be granted only in accordance with information on access badges which are distributed by the Governments of the Russian Federation and the Republic of Kazakhstan, and only to those persons who are acting in accordance with this Agreement. Non-Russian Federation participants must be continuously accompanied by Russian Federation participants who have completed security training organized by the Governments of the Russian Federation and the Republic of Kazakhstan.

ARTICLE VI
SATELLITE PROCESSING PROCEDURES

A. Spacecraft/Booster Adaptor Fit Check

Non-U.S. participants shall be permitted access to the spacecraft only as needed for test validation of adapters designed by the Russian Consignee to tie the spacecraft to the booster and shall be escorted and monitored at all times by U.S. participants who have received training in security procedures organized by the Government of the United States of America. Testing of the adapters shall be performed at a

location separate from the facilities housing the spacecraft. Non-U.S. participants shall not be permitted to observe testing of spacecraft equipment other than the adapters.

B. Transportation of the Spacecraft, Related Equipment, and Technical Data

1. Spacecraft, and related equipment and technical data, will be transported to the Russian Federation and the Republic of Kazakhstan and beyond to the Baikonur Cosmodrome aboard U.S.-registered aircraft operated by U.S. participants. Non-U.S. participants may join an aircraft at the point-of-entry designated by the Governments of the Russian Federation and the Republic of Kazakhstan to perform navigational duties. Non-U.S. participants shall not be permitted into the cargo area of the aircraft during flight.

2. The Governments of the Russian Federation and the Republic of Kazakhstan agree that any aircraft carrying the spacecraft, related equipment, or technical data and its cargo shall pass through customs in the Russian Federation and the Republic of Kazakhstan without inspection, and shall not be subject to inspection while in the Russian Federation and the Republic of Kazakhstan. However, the flight manifest shall be made available to Russian Federation and Republic of Kazakhstan customs officials. Issuance of an export license to the U.S. Consignee by the Government of the United States of America shall be conditioned expressly on U.S. Consignee's assurances

that the Consignee shall not carry aboard an aircraft transporting the spacecraft, or related equipment or technical data any goods unrelated to the launch activities. A further condition of the export license shall be the U.S. Consignee's assurance that the aircraft is in compliance with relevant customs regulations of the Russian Federation and the Republic of Kazakhstan.

3. In the event of accident or crash of an aircraft transporting the spacecraft, related equipment, or technical data in the territory of the Russian Federation or the Republic of Kazakhstan, recovery terms of Article VII shall apply, mutatis mutandis.

C. Preparations at Launch Site

Non-U.S. participants shall unload the aircraft and deliver the sealed crates to the satellite preparation area at the launch site only under supervision of U.S. participants. Unless specifically permitted by persons authorized by the Government of the United States of America, non-U.S. participants shall not be allowed into the satellite preparation area for any purpose while the spacecraft or any related equipment is being tested and/or prepared for integration onto the booster. If non-U.S. participants are allowed into the satellite preparation area, they must be escorted at all times by U.S. participants.

D. Integration and Launch Pad Operations

U.S. participants shall add propellant to the spacecraft, integrate the spacecraft to the booster, test the satellite at the technical complex and at the launch pad, and work at the launch pad housing U.S. equipment intended for the purpose of monitoring and working with the spacecraft. U.S. participants shall monitor and control access to the spacecraft, related equipment, and to the facilities and area specifically set aside for work with the spacecraft at the launch and technical facilities before, during, and after the spacecraft and launch vehicle are integrated. Access to the satellite will remain under U.S. control while the satellite, attached to the booster, is transferred to the launch pad.

E. Post-Launch Procedures

All launch-related equipment shall be dismantled by U.S. participants and, together with the technical data, shall be returned to the United States of America aboard a U.S.-registered aircraft; in this connection, customs procedures to the extent provided for in article VI (B)2 shall be in effect.

ARTICLE VII
LAUNCH FAILURE, DELAY, OR CANCELLATION

1. U.S. participants shall control and 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. participants must be present if the satellite is exposed or removed from the launch vehicle after the satellite has been mated to the launch vehicle. The satellite shall be under U.S. control from the launch pad to the satellite preparation area, where it shall be repaired for remating or dismantled for return to the United States of America. U.S. participants shall mount the spacecraft to the booster and oversee its return to the launch pad as part of the launch vehicle. The satellite, and related equipment and technical data shall be loaded under the control of U.S. participants on a U.S.-registered aircraft for return to the United States of America in the event the launch is cancelled.

2. In the event of a launch failure after liftoff, the Governments of the Russian Federation and the Republic of Kazakhstan agree to permit U.S. participants to assist in the search for and recovery of any and all parts/debris from the spacecraft that crash in the territory of, or facilities operated by, the Russian Federation or the Republic of Kazakhstan, and the Governments of the Russian Federation and the Republic of Kazakhstan further agree that Government of the United States of America satellite accident search and recovery personnel shall have access to the accident site. In the event that the search and recovery of parts/debris of the spacecraft will affect the interests of a third state, the Government of the Russian Federation will expeditiously consult with the Government of that state regarding the coordination of

procedures for conducting search operations and the arrangements for involving U.S. participants in such operations, without prejudice to existing rights under international law, in particular, under the "Agreement on the Rescue of Astronauts, the Return of Astronauts, and the Return of Objects Launched into Outer Space." A U.S.-controlled "satellite debris recovery site" shall be located at the launch facility. Access to this location shall be controlled as provided in Article V of this Agreement. The Governments of the Russian Federation and the Republic of Kazakhstan also agree to return all articles associated with the spacecraft recovered by their nationals immediately to U.S. participants without having examined or photographed them in any manner. The Government of the United States of America and the Government of the Russian Federation herewith agree to provide all necessary information available to them, as specifically as security and foreign policy considerations permit, for determining the cause of the accident.

ARTICLE VIII
SETTLEMENT OF DISPUTES

Any dispute between or among the Parties, regarding the application and interpretation of this Agreement shall be resolved by consultation through diplomatic channels between or among the Parties.

ARTICLE IX
ADDITIONAL OBLIGATIONS

In connection with the fact that the joint activity envisaged by this Agreement touches the interests of the Republic of Kazakhstan as the proprietor of the Baikonur Cosmodrome, the Russian Consignee shall be obliged to take into consideration these interests.

ARTICLE X
ENTRY INTO FORCE, DURATION, AND TERMINATION

1. This Agreement shall enter into force upon an exchange of diplomatic notes confirming that all relevant procedures and requirements for entry into force have been fulfilled.

2. This Agreement shall remain in force until all services by the Russian Consignee related to the INMARSAT-3 launch have been completed and all related equipment, technical data, and any parts or debris resulting from a failed launch have been returned to the United States of America.

3. This Agreement may be amended by the mutual written agreement of the Parties. Amendments shall enter into force upon an exchange of diplomatic notes.

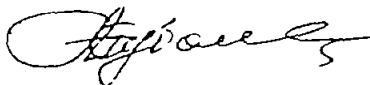
4. Except as provided in paragraph 2, this Agreement may be terminated by any Party providing three months' written notice through the diplomatic channel to the other Parties.

5. The obligations of the parties set forth in the provisions in Articles II, IV, VI, and VII of this Agreement and concerning security, disclosure, use of information, and return of the spacecraft, related equipment, and parts or debris resulting from a failed launch of the INMARSAT-3 spacecraft to the United States of America shall continue to apply after the expiration or termination of this Agreement.

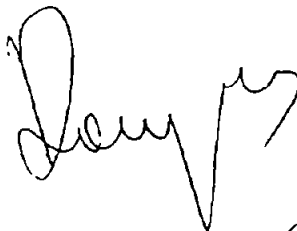
IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective Governments, have signed this Agreement.

DONE at Washington in three copies, in the English and Russian languages, both texts being equally authentic, this fourteenth day of February, 1994.

FOR THE GOVERNMENT OF THE
REPUBLIC OF KAZAKHSTAN:



FOR THE GOVERNMENT OF THE
RUSSIAN FEDERATION:



FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA:

