

AGREEMENT BETWEEN THE
 GOVERNMENT OF THE UNITED STATES OF AMERICA
 AND THE GOVERNMENT OF UKRAINE
 ON TECHNOLOGY SAFEGUARDS ASSOCIATED WITH *THE LAUNCH
 BY UKRAINE OF
 U.S.-LICENSED COMMERCIAL SPACECRAFT*

CHAPTER I: INTRODUCTORY PROVISIONS

ARTICLE I
 PURPOSE

This Agreement is entered into between the Government of the United States of America and the Government of Ukraine (hereinafter referred to as "the Parties") for the purpose of precluding the unauthorized transfer of sensitive technology associated with the launching of U.S.-licensed commercial spacecraft by Ukrainian space launch service providers* [OotLA1].

ARTICLE II
 DEFINITIONS

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

2. Spacecraft - Any commercial satellite, satellite system or subsystem, satellite component and/or orbital transfer motor licensed for export by the United States and used in connection with a launch covered by this Agreement.

3. Technical Data - Information, other than publicly available information, that is required for the design, engineering, development, production, processing, manufacture, use, operation, overhaul, repair, maintenance, modification, or reconstruction of spacecraft and related equipment, and analogous information related to the Ukrainian launch vehicles. Examples of such information include information in the form of blueprints, drawings, photographs, plans, instructions, computer software, and documentation.

*[OotLA2]
 4. U.S. Participant - U.S. Consignees, their contractors, subcontractors, employees, and agents, or U.S. Government officials and contractors, whether or not nationals of the U.S., who, in connection with the issuance of a U.S. export license, participate in activities related to the launch of spacecraft covered by this Agreement.

5. Ukrainian Person - Any person, other than a U.S. Participant, whether or not a national of Ukraine, who has or could have access to U.S. spacecraft, related equipment and technical data covered by this Agreement who is subject to the jurisdiction or control of Ukraine.

6. Launch activities - All actions associated with the launching of U.S.-licensed spacecraft beginning with the initial technical discussion, through assembly and testing, up to and including launch and/or return of the spacecraft, related equipment, and technical data to the United States.

6bis. Technology Security Plan - A plan developed by the U.S. Consignee in discussion with the Ukrainian Consignee (or launch site authority), and approved by the Government of the United States, that outlines the security measures to be observed during launch activities. * (Conf. A3) (Conf. A4)

6 ter. Joint activities - Activities for which the Parties' representatives need the direct physical and visual access to the spacecraft and equipment for integration and testing, such activities usually begin during the activities relating to mating of the satellite with the launch vehicle adapter. (Conf. A5) *

7. U.S. Consignee (Conf. A6) * (Conf. A7) - The person or entity that is issued an export license(s) pursuant to U.S. laws and regulations to transfer the spacecraft, related equipment and technical data, to Ukraine.

8. Ukrainian Consignee - The Consignee as identified on the relevant U.S.-issued export license(s).

(Conf. A8) *

CHAPTER II: LAUNCHING OF U.S.-LICENSED COMMERCIAL SPACECRAFT BY UKRAINIAN SPACE LAUNCH SERVICE PROVIDERS

ARTICLE III GENERAL PROVISIONS

1. This Chapter Agreement specifies the security procedures to be followed for launches of spacecraft, including procedures for controlling access to spacecraft, related equipment and technical data used in connection with launch activities covered by this Chapter Agreement. This Chapter Agreement shall apply to all phases of activities related to commercial satellite launches, including activities at all facilities of a U.S. Consignee, activities at all facilities under the jurisdiction or control of Ukraine, either in Ukraine or in a third country, and activities to which persons under the jurisdiction or control of Ukraine have access. This Chapter Agreement also shall apply to all phases of transportation of the spacecraft and related equipment.

2. Except as described in Article IV, or as otherwise authorized in advance by export licenses issued by the U.S. Government, under no circumstances shall there be unmonitored or unescorted access to U.S.-licensed commercial spacecraft, or any equipment or technical data related to launch activities. The Parties shall prohibit disclosure of such related equipment and technical data, including through unmonitored visual access, to the Ukrainian Government, or to any person under the jurisdiction or control of Ukraine, or, in the case of a launch from the territory of a third country, to any person under the jurisdiction or control of the government of that country, except as authorized by export licenses issued by the U.S. Government.

3. For any launch covered by this Chapter Agreement, the U.S. Consignee shall be permitted to retain control of the U.S. spacecraft, related equipment and technical data at all times. The Ukrainian launch site authority or Ukrainian Consignee shall be permitted to retain control of the Ukrainian launch vehicle, related equipment and technical data. Except where authorized by the Ukrainian

Government, unmonitored or unescorted access to the Ukrainian launch vehicle or any equipment or technical data connected with its launch shall not be permitted.

4. The Parties shall ensure that all persons under their jurisdiction or control who participate in or otherwise have access to launch activities covered by this ~~Chapter Agreement~~ follow the procedures specified herein. In addition, the Ukrainian Government shall ensure that Ukrainian Consignees and Ukrainian Persons comply with the obligations set forth in any technology security plans for launch activities between the U.S. Consignees and Ukrainian launch site authorities or Consignees. The U.S. Government shall ensure that U.S. Consignees and U.S. Participants comply with the obligations set forth in any technology security plan for launch activities between the U.S. Consignees and Ukrainian launch site authorities or Consignees. In the event of conflict between the provisions of this Agreement and the provisions of any technology security plan the provisions of this Agreement shall prevail.

5. The U.S. Government shall use its best efforts to assure continuity of the license(s) for completion of the transactions covered by licenses related to launches covered by this ~~Chapter Agreement~~. However, if the U.S. Government determines that any provision of this ~~Chapter Agreement~~ or a technology security plan for any launch covered by this ~~Chapter Agreement~~ may have been violated, it may suspend or revoke any export license(s) related to that launch. The U.S. Government shall, upon suspending or revoking any such export license(s), notify the Ukrainian Government promptly and explain the reasons for its decision. In the event a license is revoked, the Ukrainian Government shall facilitate the expeditious return to the United States of any spacecraft, related equipment and U.S. technical data that were transferred to any Ukrainian Person ~~Ukraine or to any Ukrainian official~~. In any case, nothing in this ~~Chapter Agreement~~ shall restrict the authority of the U.S. Government to take any action with respect to export licensing consistent with U.S. laws, regulations and policies.

ARTICLE IV TECHNICAL DATA AUTHORIZED FOR DISCLOSURE

1. The U.S. Government shall authorize the Ukrainian Government and Ukrainian persons to receive only the following interface form, fit, and function technical data that describe mechanical and electrical mating requirements for attaching spacecraft to launch vehicles: 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, or technical assistance, must be directed to the U.S. Government. Information, other than publicly available information, related to U.S. launch vehicles is not authorized for release under this Agreement.

2. The Ukrainian Government shall not retransfer and shall otherwise prohibit the retransfer by Ukrainian persons of any U.S. technical data referred to in paragraph 1 above without the prior written approval ~~(DOL/A9)*~~ of the U.S. Government. The Ukrainian Government may not use, and shall ensure that Ukrainian persons do not use such data for any purpose other than for the purposes specifically stated in the U.S. license.

3. The U.S. Government shall not retransfer and shall otherwise prohibit the retransfer by U.S. participants of any of the Ukrainian technical data related to the launch without the prior written approval of the Ukrainian Government. The U.S. Government may not use, and shall ensure that U.S. participants do not use, such data for any purpose other than for the purpose of carrying out the activities contemplated by this Agreement.

4. The Ukrainian Government shall not seek and shall ensure that Ukrainian persons do not seek any U.S. technical data or assistance not specifically authorized for release by the U.S. Government to the Ukrainian Government or Ukrainian persons. Any unauthorized acquisition or transfer of such U.S. technical data or assistance by the Ukrainian Government or Ukrainian persons shall constitute a violation of this Agreement.

5. The U.S. Government shall not seek and shall ensure that U.S. Participants do not seek any Ukrainian technical data or assistance not specifically authorized for release by the Ukrainian Government to the U.S. Government or U.S. Participants. Any unauthorized acquisition or transfer of such Ukrainian technical data or assistance by the U.S. Government or U.S. Participants shall constitute a violation of this Agreement.

(Cont. A.191)*

ARTICLE V ACCESS CONTROLS

1. For any launch covered by this Agreement, the U.S. Government and the Ukrainian Government shall oversee and monitor implementation of applicable technology security plans between the U.S. Consignee and the launch site authority or Ukrainian Consignee. The Ukrainian Government shall permit and facilitate U.S. Government oversight and monitoring of all launch activities.

2. The Parties shall ensure that only U.S. participants whose security procedures have been approved by the U.S. Governments shall, on a 24-hour basis, control access to spacecraft, related equipment, and U.S. technical data. Only such participants shall be permitted to control access throughout launch preparations, spacecraft transportation, mating/demating, test and checkout, spacecraft launch, and return of related equipment and U.S. technical data to the United States.

3. The U.S. Government shall have the right to inspect, at facilities that are specially set aside for work with a spacecraft covered by this Agreement, the related equipment and to check the U.S. technical data that is provided by the U.S. Consignee to Ukrainian persons without prior notice to the Ukrainian Government or to Ukrainian persons. Furthermore, the U.S. Government shall have the right, for any launch covered by this Agreement, 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 Parties 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 the Parties along the route that the launch vehicle with the spacecraft mounted on it may follow to the launch pad. The U. S. Government shall coordinate the specifications and technical characteristics of any electronic monitoring devices with the Ukrainian Government.

4. The Ukrainian Government shall give timely notice to the U.S. Government 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 spacecraft and related equipment and U.S. technical data be denied or interrupted. The U.S. Government does not intend that these actions interfere with the launch preparation and/or harm launch safety, nor be directed at the acquisition of technology and/or information of Ukrainian origin, which is not connected with the realization of the launch of the spacecraft or the transfer of which is not approved by the Ukrainian Government.

5. All persons shall be required to display prominently identification badges while performing duties associated with launch activities. Access to the premises and areas that have been specially set aside for work with spacecraft covered by this Agreement shall be controlled exclusively by the U.S. Government or, as authorized in the export license, the U.S. Consignee. Such badges, which shall display the bearer's name, and photograph, level of and which facilities access authorization (OOA/ALLI)*, may be issued only by the U.S. Government, or by the U.S. Consignee if authorized by the U.S. Government.

6. The U.S. Consignee shall be authorized to issue temporary identification badges to authorized Ukrainian persons performing launch-associated duties at a U.S. Consignee's facilities in the United States. Such badges shall be distinctive in color and marked "visitor."

7. Access to Ukrainian-controlled facilities housing the U.S.-licensed equipment and technical data or Ukrainian-controlled facilities where the spacecraft covered by this Agreement is located, assembled, tested or stored shall be permitted only to persons as specified in this Agreement. Ukrainian persons visiting such facilities and other areas where work is being conducted with such spacecraft shall be escorted at all times by U.S. participants approved by the U.S. Government. The Ukrainian Government shall ensure that access to the facilities and other areas and premises at the technical and launch sites not specially set aside for work with such spacecraft is granted only in accordance with information on access badges distributed by the Ukrainian Government and only to those persons acting in accordance with this Agreement.

ARTICLE VI SPACECRAFT PROCESSING PROCEDURES

1. Spacecraft/Launch Vehicle Adapter Fit Check

The Parties shall ensure that Ukrainian persons are permitted access to a spacecraft covered by this Agreement only as needed for test validation of adapters and shall be escorted and monitored at all times by U.S. participants whose security procedures have been approved by the U S Government

Ukrainian persons shall not be permitted to observe testing of spacecraft and related equipment except as specifically authorized by the U.S. Government.

2. Transportation of the Spacecraft, Related Equipment, and U.S. Technical Data. ^{*(OoLA12)}

A. All transportation of the spacecraft, related equipment and technical data must be approved in advance by the U.S. Government.

B. Any aircraft, ~~ship, train or other vehicle~~ carrying spacecraft, related equipment, or technical data covered by this Agreement and the cargo carried on board that aircraft shall be permitted to pass through Ukrainian customs free of duties and/or taxes, without inspection and shall not be subject to inspection by Ukrainian persons not authorized by the U.S. Government while within Ukraine. Ukrainian authorities shall be entitled to the flight manifest. As a condition for the issuance of export licenses to U.S. Consignees, the U.S. Government shall require such Consignees to provide assurances that they shall not carry aboard aircraft transporting spacecraft or related equipment or U.S. technical data any goods unrelated to the launch activities

C. In the event of an accident or crash of an ~~aircraft~~ vehicle transporting spacecraft, related equipment, or technical data covered by this Agreement in the territory of Ukraine, the recovery terms of Article VII shall apply, mutatis mutandis.

3. Preparations at Launch Site

Ukrainian persons shall be permitted to unload aircraft transporting spacecraft, related equipment, or U.S. technical data covered by this Agreement and deliver sealed crates to the spacecraft preparation area at the launch site only if they are under the supervision of U.S. participants. Unless specifically permitted by persons authorized by the U.S. Government, Ukrainian persons shall not be allowed into such spacecraft preparation areas for any purpose while a spacecraft or any related equipment covered by this Agreement is being tested and/or prepared for integration onto the launch vehicle. Ukrainian persons may only be permitted into such spacecraft preparation areas if they are escorted at all times by U.S. participants.

4. Integration and Launch Pad Operations

For any launch covered by this Agreement, only U.S. participants shall be permitted to add propellant to the spacecraft and test the spacecraft at the technical complex and at the launch pad. The Parties shall ensure that access to the spacecraft and related equipment, and to the facilities and area specifically set aside for work with the spacecraft at the launch and technical facilities, shall be monitored and controlled by U.S. participants, during and after the spacecraft and launch vehicle are integrated. The Parties further agree that access to the spacecraft shall remain under the control of U.S. participants while the spacecraft, attached to the launch vehicle, is transferred to the launch pad

5. Post-Launch Procedures

Only U.S. participants may be permitted to dismantle U.S.-supplied equipment. Such equipment, together with the U.S. technical data, must be returned to the United States aboard an aircraft approved by the U.S. Government. Customs procedures, as provided in Article VI(2)(B) shall apply to such post-launch procedures

ARTICLE VII LAUNCH FAILURE, DELAY OR CANCELLATION

1. In the event of a launch delay, access to the spacecraft, related equipment, or technical data must be monitored by the U.S. participants. Ukraine shall ensure that U.S. participants shall be present if the spacecraft is exposed or removed from the launch vehicle after such spacecraft has been mated to the launch vehicle. Such spacecraft shall be under U.S. control from the launch pad to the spacecraft preparation area, where they shall be repaired, if required, and await remating to the launch vehicle. U.S. participants shall be permitted to monitor the remating of the spacecraft to the launch vehicle and oversee its return to the launch pad.

2. In the event of a launch cancellation, U.S. participants must be permitted to monitor access to the spacecraft, related equipment, or technical data. Ukraine shall permit U.S. participants to be present if the spacecraft is exposed or removed from the launch vehicle after such spacecraft has been mated to the launch vehicle. Such spacecraft shall be under U.S. control from the launch pad to the spacecraft preparation area, where, they shall be demated, if required, and await return to the United States. The Parties shall ensure that the loading of such spacecraft and related equipment and U.S. technical data on an aircraft shall be monitored by the U.S. participants, and that the aircraft be approved by the U.S. Government.

3. In the event of a launch failure after liftoff, the Ukrainian Government shall permit U.S. participants to assist in the search for and recovery of any and all parts/debris from the spacecraft from all accident sites. The U.S. Government satellite search and recovery personnel shall have access to the accident site. In the event it appears that the search and recovery of parts/debris of a spacecraft will affect the interests of a third state, the Ukrainian Government shall consult expeditiously 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 the rights and obligations of all concerned states, existing under international law, including those pursuant to the Agreement on the Rescue of Astronauts, the Return of Astronauts, and the Return of Objects Launched into Outer Space. A "satellite debris recovery site", under U.S. control, shall be located at the launch facility. Access to this location shall be controlled as provided in Article V of this Agreement. The Ukrainian Government shall return immediately all articles associated with the spacecraft recovered by Ukrainian persons to U.S. participants without examining or photographing them in any manner. U.S. participants and Ukrainian persons shall exchange information available to them necessary to determine the cause of the accident, as specifically authorized by the U.S. and Ukrainian Governments respectively.

PROVIDER USING UKRANIAN COMMERCIAL
SPACE LAUNCH VEHICLES

[TO BE INSERTED]

CHAPTER IV: FINAL PROVISIONS

ARTICLE VIII
SETTLEMENT OF DISPUTES

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

ARTICLE IX
RELATION TO OTHER AGREEMENTS

This Agreement, together with a suitable technology security plan between the U.S. Consignee and the Ukrainian launch site authority or Consignee, shall be deemed to be a satisfactory technology safeguards agreement within the meaning of Article VII(1) of the Agreement Between the Government of the United States of America and the Government of Ukraine Regarding International Trade in Commercial Space Launch Services, signed at Washington, D.C. February 21, 1996, ~~as amended.~~

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, and shall remain in force for a period of five years.

2. This Agreement may be amended or extended by mutual written agreement of the Parties.

3. This Agreement may be terminated by either Party upon three months' written notice to the other Party through diplomatic channels.

4. The obligations of the Parties set forth in Articles II, IV, V, VI and VII of this Agreement and concerning security, disclosure, use of information, and return of a spacecraft, related equipment, parts, technical data, or debris resulting from a failed or delayed launch of such spacecraft to the United States 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 _____, in the English and the Ukrainian languages, both texts being equally authentic, this _____ day of _____, 1997.

Page: 1

(Out.A1) would revise to cover Sea Launch here. Use language from US-UK commercial space launch agreement??

Page: 1

(Out.A2) would add definitions here of, perhaps launch vehicles and related equipment. also would need to confirm tech data definition adequate for both parts.

Page: 2

Page: 2

(Out.A4) Uk. 6/97 draft included TCP definition: text here is Smith 7/97 definition

Page: 2

(Out.A5) Ukrainian 6/97 draft definition — acceptable??

Page: 2

Page: 2

(Out.A7) drop "to Ukraine" because presently no launches from Uk. and we want launches from Baku and other future non-Uk. locations covered. (NB: including Sea Launch??) also, why not "US Consignor?" — this would make definitions easier to flip for Sea Launch part.

Page: 2

(Out.A8) would add definitions here, probably, to cover the persons covered in the Sea Launch chapter.

Page: 3

(Out.A9) Uk. fax (9/3/97) talks about form of approval being through diplomatic channels, though prepared to consider alternative if US makes one. Do we intend through diplo channels, or through DTSA? If through DTSA, could use formulation "through written approval by a U.S. Government official designated through diplomatic channels" — then, we'd just do one note to inform that DTSA Director or Deputy Director will be handling/providing such.

Page: 4

(Out.A10) added to be responsive to Ukrainian 6/97 draft Sec. 5(B)(3d para) provision regarding "stay at the territory of a Party by the other Party's person shall be regulated by the host country legislation. Uk. fax (fax date 9/3) indicates that Uk. added that provision to cover requirements of Uk. law regarding protection of State secrets and other classified info, while working w/ foreigner. If this addition is not sufficient, we could consider adding language along the lines of the following (from the 2/93 US-China TSA:

U.S. Participants while in Ukraine supporting covered launch activities shall observe the published laws and regulation of Ukraine. These persons shall 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.

Of course, this wouldn't address Uk. concerns for launches that take place outside Uk.

Page: 5

(Out.A11) additional detail drawn from Uk. June 97 draft. The Uk "reciprocity" here of each Party issuing badges to its Persons is not picked up & we'll need to be prepared to address.

Page: 6

(Out A121 Ukrainian 6/97 draft makes this section reciprocal. We need to check w/ other agencies (e.g. Customs) to see what commitments, if any, the US can make in this regard w/ respect to Sea Launch.

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PRIORITY ZYUW RUEHC 0626 1342027
P 142021Z MAY 97
FM SECSTATE WASHDC
TO AMEMBASSY MOSCOW PRIORITY 0000 AMEMBASSY ALMATY PRIORITY 0000

UNCLAS STATE 090626

SENSITIVE

E O 12958- N/A
TAGS ISPA, ETC, PREL, PARM, RS, KZ
SUBJECT: COMMERCIAL SATELLITE LAUNCHES, TECH SAFEGUARDS

1 THIS IS AN ACTION REQUEST

2 DEPARTMENT HAS COMPLETED THE INTERAGENCY PROCESS AND IS SENDING TO ADDRESSEES (SEPTEL) A DRAFT AGREEMENT ON TECHNOLOGY SAFEGUARDS FOR COMMERCIAL SATELLITE LAUNCHES WE HOPE TO NEGOTIATE AND CONCLUDE THAT AGREEMENT AS QUICKLY AS POSSIBLE, BUT ANTICIPATE THAT IT WILL NOT BE IN PLACE IN TIME TO ACCOMMODATE UPCOMING LAUNCH SCHEDULES THAT REQUIRE SHIPMENTS IN JULY AND AUGUST

3 MOSCOW AND ALMATY ARE REQUESTED TO DELIVER THE FOLLOWING DIPNOTES REQUESTING THAT THE INMARSAT-3 AGREEMENT BE EXTENDED TO THREE UPCOMING LAUNCHES FROM BAIKONUR, LORAL'S SKY-1 SATELLITE AND HUGHES' ASTRA 2A AND ASIASAT 3 SATELLITES

4 IN ADDITION, MOSCOW IS REQUESTED TO DELIVER A DIPNOTE REQUESTING THAT THE AGREEMENT BE EXTENDED TO AN UPCOMING LAUNCH FROM SVOBODNY, THAT OF EARTHWATCH'S EARLYBIRD SATELLITE

5 POSTS ARE ENCOURAGED TO DELIVER THE DIPNOTES AT THE SAME TIME THAT THE PROPOSED TEXT FOR THE PROGRAMMATIC AGREEMENT IS DELIVERED, AND TO ADVISE HOST GOVERNMENT OFFICIALS THAT WE EXPECT THIS TO BE THE LAST TIME WE MUST RELY ON THE INMARSAT-3 AGREEMENT

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ACTION

INFO CMAS(1) JSAMS(1) SECDEF-C(1) USOAT ICP(1) (U)
+HQ USSPACECOM PETERSON AFB CO//J5//
+COMBINED INTEL CTR CHEYENNE WY AS CO//J2V//
+HQ AFTAC PATRICK AFB FL//XPZ//
+CDR 4TH PSYOP GP//AOCP-POG-SB//

SECDEF V2

ACTION

INFO SJS-C(1) CHAIRS(1) USOAT AE(1) USOAT.STS(1) (U)
DIR PAE-SDSP(1) DIR PAE-IMAG(1) COMDIR(1)
USOAT SPACE(1) USDP SCCTR(1)
+USDP:D TSA

DIA V3

ACTION

INFO +NAIC WRIGHT PATTERSON AFB OH//SCIR// (U,6)
+LANTCOM IDHS NORFOLK VA
+USCINCTRANS INTEL CEN SCOTT AFB IL//J2-J//
+MARCORINTACT DET QUANTICO VA
+USCINCEUR INTEL VAHINGEN GE//DIA REP//
+JAC MOLESWORTH RAF MOLESWORTH UK//CC/DOA//
+SAFE

CINCSVC CHF V5

ACTION

INFO NMCC CWO(1) (U)
+OCSA WASHINGTON DC
+CNO WASHINGTON DC
+CSAF WASHINGTON DC
+CMC WASHINGTON DC
+PTC WASH DC
+OSW WASHINGTON DC//PMA//
+USCINCSIPA1 OFFUTT AFB NE//J51//

6. POSTS ALSO SHOULD CONVEY TO HOST GOVERNMENTS THAT IN ORDER TO SUPPORT OUR COUNTRIES' COMMERCIAL SPACE ACTIVITIES, THE UNITED STATES NEEDS TO RECEIVE THEIR DIPNOTE RESPONSES BY THE SATELLITE SHIPMENT DATES OTHERWISE THE UNITED STATES CANNOT PERMIT SHIPMENT, WHICH COULD DELAY LAUNCHES AND INCREASE COSTS DRAMATICALLY FOR THE HOST NATION COMPANIES INVOLVED ACCORDING TO THE U S FIRMS, THE SCHEDULED SHIPMENT DATES ARE

SKY 1 -- JULY 15
EARTHWATCH -- JULY
ASTRA 2A -- SEPTEMBER
ASIASAT 3 -- OCTOBER

7 BEGIN TEXT OF SKY-1 DIPNOTE

COMPLIMENTARY OPENING

HAVE THE HONOR TO REFER TO THE AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF KAZAKSTAN 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, SIGNED AT WASHINGTON FEBRUARY 14, 1994 (THE "1994 AGREEMENT") AND THE PROPOSED LAUNCHING BY A PROTON LAUNCH VEHICLE OF THE U S -MANUFACTURED COMMERCIAL COMMUNICATIONS SATELLITE SKY 1 FROM THE BAIKONUR COSMODOROME IN THE REPUBLIC OF KAZAKSTAN (THE "LAUNCHING")

THE EMBASSY HAS THE FURTHER HONOR TO PROPOSE THAT THE GOVERNMENTS OF THE UNITED STATES OF AMERICA, THE RUSSIAN FEDERATION AND THE REPUBLIC OF KAZAKSTAN AGREE THAT THE TERMS AND CONDITIONS OF THE 1994 AGREEMENT SHALL APPLY WITH RESPECT TO ALL ACTIVITIES ASSOCIATED WITH THE LAUNCHING ON THE SAME BASIS AS IT APPLIES TO THOSE ASSOCIATED WITH THE INMARSAT-3 SATELLITE, EXCEPT THAT

4 - (1) FOR PURPOSES OF APPLYING THIS AGREEMENT TO THE SKY 1 SATELLITE, THE U S CONSIGNEE SHALL BE LORAL, AND

9 - (2) NOTWITHSTANDING ANY PROVISIONS OF THE 1994 AGREEMENT REGARDING REQUIREMENTS FOR UTILIZATION OF A U.S -REGISTERED AIRCRAFT OR REQUIREMENTS FOR SUCH AIRCRAFT TO BE OPERATED BY U.S. PARTICIPANTS, OTHER AIRCRAFT MAY BE UTILIZED AND SUCH AIRCRAFT MAY BE OPERATED BY OTHER PARTICIPANTS UPON APPROVAL OF SUCH AIRCRAFT AND PARTICIPANTS BY THE GOVERNMENT OF THE UNITED STATES, AND

0 NOTWITHSTANDING ARTICLE X(2) OF THE 1994 AGREEMENT, THIS AGREEMENT SHALL REMAIN IN FORCE UNTIL ALL SERVICES BY THE RUSSIAN CONSIGNEE RELATED TO THE LAUNCHING HAVE BEEN COMPLETED AND ALL RELATED EQUIPMENT, TECHNICAL DATA AND ANY PARTS OR DEBRIS RESULTING FROM ANY FAILED LAUNCH HAVE BEEN RETURNED TO THE UNITED STATES

1 IF THE GOVERNMENTS OF THE RUSSIAN FEDERATION AND THE REPUBLIC OF KAZAKSTAN AGREE TO THIS PROPOSAL, THIS NOTE AND YOUR EXCELLENCIES' NOTES IN REPLY THERETO EXPRESSING THE AGREEMENT OF YOUR GOVERNMENTS SHALL CONSTITUTE AN AGREEMENT AMONG OUR THREE GOVERNMENTS, WHICH SHALL ENTER INTO FORCE ON THE DATE THAT THE LATTER OF THE TWO NOTES IS RECEIVED

END TEXT OF SKY-1 DIPNOTE

6 BEGIN TEXT OF ASTRA 2A DIPNOTE

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(2) NOTWITHSTANDING ANY PROVISIONS OF THE 1994 AGREEMENT REGARDING REQUIREMENTS FOR UTILIZATION OF A U S -REGISTERED AIRCRAFT OR REQUIREMENTS FOR SUCH AIRCRAFT TO BE OPERATED BY U S PARTICIPANTS, OTHER AIRCRAFT MAY BE UTILIZED AND SUCH AIRCRAFT MAY BE OPERATED BY OTHER PARTICIPANTS UPON APPROVAL OF SUCH

AIRCRAFT AND PARTICIPANTS BY THE GOVERNMENT OF THE UNITED STATES.

NOTWITHSTANDING ARTICLE X(2) OF THE 1994 AGREEMENT, THIS AGREEMENT SHALL REMAIN IN FORCE UNTIL ALL SERVICES BY THE RUSSIAN CONSIGNEE RELATED TO THE LAUNCHING HAVE BEEN COMPLETED AND ALL RELATED EQUIPMENT, TECHNICAL DATA AND ANY PARTS OR DEBRIS RESULTING FROM ANY FAILED LAUNCH HAVE BEEN RETURNED TO THE UNITED STATES

IF THE GOVERNMENT OF THE RUSSIAN FEDERATION AGREES TO THIS PROPOSAL, THIS NOTE AND YOUR EXCELLENCY'S NOTE IN REPLY THERETO EXPRESSING THE AGREEMENT OF YOUR GOVERNMENT SHALL CONSTITUTE AN AGREEMENT BETWEEN OUR TWO GOVERNMENTS, WHICH SHALL ENTER INTO FORCE ON THE DATE OF YOUR NOTE

COMPLIMENTARY CLOSING

END TEXT OF EARTHWATCH DIPNOTE

11 PLEASE ADVISE WHEN DIPNOTES HAVE BEEN DELIVERED AND WHEN RESPONSE IS RECEIVED
RESPONSE SHOULD BE SLUGGED FOR PM/ATEC -
GANZER EUR/RUS - GESHWILER AND EUR/CEN -
ALSACE. FOLLOWING COMPLETION OF ACTION, PLEASE
SEND ORIGINALS OF HOST GOVERNMENT NOTES AND
CERTIFIED COPIES OF EMBASSY'S NOTES TO THE
DEPARTMENT FOR THE ATTENTION OF L/T IN
ACCORDANCE WITH 11 FAM 723 6-9 ASSISTANCE
APPRECIATED
TALBOTT BT