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UNITED STATES OF AMERICA  
and  
JAPAN

Exchange of notes constituting an agreement relating to the furnishing of satellite launching and associated services (with memorandum of understanding of 22 May and 6 June 1975). Washington, 23 May 1975

Authentic text: English.
Registered by the United States of America on 11 March 1976.

ÉTATS-UNIS D'AMÉRIQUE  
et  
JAPON

Échange de notes constituant un accord relatif à la fourniture de services pour le lancement de satellites et de services connexes (avec mémorandum d'accord des 22 mai et 6 juin 1975). Washington, 23 mai 1975

Texte authentique : anglais.
Enregistré par les États-Unis d'Amérique le 11 mars 1976.
EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT\(^1\) BETWEEN THE UNITED STATES OF AMERICA AND JAPAN RELATING TO THE FURNISHING OF SATELLITE LAUNCHING AND ASSOCIATED SERVICES

May 23, 1975

Excellency:

I have the honor to refer to the recent discussions between the representatives of the Government of United States of America and the Government of Japan concerning the terms and conditions under which launching and associated services will be furnished, in response to the request previously made by the Government of Japan, by the National Aeronautics and Space Administration of the United States of America (hereinafter referred to as “NASA”) for the launching projects of three satellites (known as the Geostationary Meteorological Satellite, the Medium-Capacity Geostationary Communications Satellite for Experimental Purpose and the Medium-Scale Broadcasting Satellite for Experimental Purpose) undertaken by the National Space Development Agency of Japan (hereinafter referred to as “NASDA”) as a part of the “Basic Program concerning Space Development” decided by the Government of Japan.

In consideration of the continuing mutually beneficial relationship between our two Governments in the field of peaceful exploration and use of outer space, I have the honor to propose on behalf of my Government as follows:

1. NASA will furnish launching and associated services for the foregoing satellite launching projects of NASDA on a reimbursable basis in accordance with the terms and conditions of implementing arrangements to be agreed by NASA and the Science and Technology Agency of Japan under whose supervision NASDA is placed by the laws and regulations of Japan.

2. The implementing arrangements referred to in paragraph 1 above shall be in accordance with the laws and regulations of the respective countries and consistent with relevant provisions of the United States launch assistance policy as provided in the statement of the President of the United States on October 9, 1972.

3. It is understood that payment for all costs incurred by the Government of the United States as a consequence of preparation for and conduct of the launchings will be made by NASDA. The Government of Japan will make every effort to assure that NASDA will fulfill its obligations for payment. It is understood that the mechanism for reimbursing NASA which will be established in the implementing arrangements referred to in paragraph 1 is intended by the Government of Japan to assure full reimbursement of costs.

4. The Government of Japan and the Government of the United States of America will consult with each other on any matter that may arise from or in connection with the foregoing paragraphs with a view to finding a mutually acceptable solution.

If the foregoing is acceptable to your Government, I have the honor to propose that this note and Your Excellency’s note in reply shall constitute an agreement between our two Governments which shall enter into force on the date of your reply.

\(^1\) Came into force on 23 May 1975, the date of the note in reply, in accordance with the provisions of the said notes.
Accept, Excellency, the renewed assurances of my highest consideration.

For the Acting Secretary of State:

DIXY LEE RAY

His Excellency Takeshi Yasukawa
Ambassador of Japan

II

The Japanese Ambassador to the Acting Secretary of State

EMBASSY OF JAPAN
WASHINGTON

May 23, 1975

Sir:

I have the honor to acknowledge the receipt of your note of today's date, which reads as follows:

[See note 1]

I have the honor to confirm on behalf of the Government of Japan that the foregoing is acceptable to the Government of Japan and to agree that your note and this reply shall constitute an agreement between our two Governments which shall enter into force on the date of this reply.

Accept, Sir, the renewed assurances of my highest consideration.

[Signed]

TAKESHI YASUKAWA

The Honorable Robert S. Ingersoll
Acting Secretary of State

MEMORANDUM OF UNDERSTANDING BETWEEN THE SCIENCE AND TECHNOLOGY AGENCY OF JAPAN AND THE UNITED STATES NATIONAL AERONAUTICS AND SPACE ADMINISTRATION CONCERNING THE FURNISHING OF SATELLITE LAUNCHING AND ASSOCIATED SERVICES

I. The Science and Technology Agency of Japan (hereinafter referred to as “STA”) and the National Aeronautics and Space Administration of the United States of America (hereinafter referred to as “NASA”) set forth in this Memorandum of Understanding the general understandings between STA and NASA and in the attached Annex the general understandings agreed by STA and NASA to be observed by the National Space Development Agency of Japan (hereinafter referred to as “NASDA”), on the one side, and NASA, on the other side:
1. as to the terms and conditions under which NASA will furnish to NASDA launching and associated services for the following NASDA satellites on a reimbursable basis: (A) the Geostationary Meteorological Satellite, (B) the Medium-Capacity Geostationary Communications Satellite for Experimental Purpose, and (C) the Medium-Scale Broadcasting Satellite for Experimental Purpose; and  
2. as to the responsibilities of STA and NASDA, on the one side, and NASA, on the other side, in connection with such launchings.  

II. STA will see to it, within the scope of the laws and regulations of Japan, that understandings contained in the Annex will be observed by NASDA.  

III. It is understood that the three satellites mentioned above must be coordinated for compatibility with other present or planned satellites and space missions. It is further understood that this Memorandum of Understanding shall apply with respect to the satellites to be used for peaceful purposes only. 

IV. It is understood that the specific terms and conditions under which NASA will furnish launching and associated services for the three satellites as requested by NASDA, and the specific responsibilities of NASDA and NASA in connection with such launchings, shall be subject to the launch services contract which may be entered into by NASA and NASDA at an appropriate time in the future for the three satellites, and which shall be in accord with the general understandings set forth in the agreement between the two Governments embodied in the Notes exchanged between the two Governments on May 23, 1975, and this Memorandum of Understanding and its Annex. 

V. It is understood that in the event of a disagreement or dispute as to any fact or any matter of law arising under the above-mentioned launch services contract entered into by NASA and NASDA, and if NASA and NASDA fail to resolve the issues, then, at the request of NASA, STA agrees to enter into discussions directly with NASA to seek to resolve the disagreement or dispute. 

VI. It is understood that this Memorandum of Understanding may be amended by mutual agreement of the parties. 

VII. It is understood that this Memorandum of Understanding is the "implementing arrangements" referred to in the agreement between the Government of the United States of America and the Government of Japan embodied in the Notes exchanged between the two Governments on May 23, 1975. 

S. Kurachi  
For the Science and Technology Agency of Japan:  
Date: June 6, 1975 

James C. Fletcher  
For the National Aeronautics and Space Administration:  
Date: May 22, 1975 

ANNEX  

Article 1. Responsibilities  

1. The design, fabrication and testing of the satellites. 
2. Furnishing information to NASA of its requirements for the launching of three satellites (the Geostationary Meteorological Satellite, the Medium-Capacity Geostationary Communications Satellite for Experimental Purpose, and the Medium-Scale Broadcasting
Satellite for Experimental Purpose) at as early a date as possible and in any event sufficiently in advance of the target date of each launching of the foregoing satellites, to accommodate financial, procurement and operational requirements of NASDA and NASA. Such information will include details as to the spacecraft mission, payload description, orbital characteristics, environmental constraints, approximate launching dates and backup launching requirements, tracking and data acquisition requirements, and any other information requested by NASA for planning purposes.

3. Incorporating provisions in the satellite design specifications and test programs to assure and demonstrate satellite compatibility with the launch vehicle physical constraints and in-flight environment and with tracking and data acquisition facilities.

4. Providing flight-ready satellites at the launching range, in accordance with time schedules agreed upon under the launch services contract.

5. Furnishing all ground-support equipment (GSE) peculiar to a mission and personnel required for its operation except for certain items of GSE which NASA may specifically agree to provide and/or operate. This responsibility applies to GSE required prior to separation of the satellite from the launch vehicle in orbit.

6. Performing all necessary analyses and implementing mission operation plans required for the placement of the satellite into geostationary orbit after separation of the satellite from the launch vehicle in orbit.

7. Requesting tracking and data acquisition support by specific NASA tracking stations in connection with placement by NASDA or its contractors of the foregoing satellites into geostationary orbit. If NASA agrees to provide such support, NASDA will furnish any additional or unique equipment as may be required at such stations and provide for its operation. This responsibility applies to such equipment as may be required after separation of the satellite from the launch vehicle in orbit.

B. NASA will undertake the following responsibilities:

1. Furnishing specifications regarding the launch vehicle and current NASA tracking and data acquisition station equipment as may be necessary for NASDA to carry out its responsibilities under Article I, A.3, above.

2. To the maximum extent feasible, scheduling the launchings within the general time period requested by NASDA.

3. Providing appropriate United States launch vehicles. NASA and NASDA will jointly select from the NASA inventory of available vehicles the vehicle suitable to meet the mission requirements.

4. Providing necessary facilities and support, including launch crew services for pre-launch integration of the NASDA satellites at the launching range, and for NASDA check-out of the satellites.

5. Launching the satellites from a United States range.

6. Calculating the orbit achieved for the satellite separation from the launch vehicle, based on vehicle telemetry and tracking data.

7. Providing additional Spaceflight Tracking and Data Network (STDN) support as may be requested by NASA and agreed to by NASA.

8. Furnishing mutually agreed technical consultation and/or GSE in support of specific or general NASDA launch requirements, except as specified under Article I, A.7.

9. Using its best efforts to facilitate customs-free entry into the United States of equipment directly related to and required in carrying out the launch services contract.

Article II. Implementation

A. For each launching, NASDA and NASA will designate a Project Manager, to be responsible for coordinating the agreed functions and responsibilities of NASDA or NASA with the other, pursuant to the detailed arrangements established under the launch services
The NASDA Project Manager will be concerned primarily with the satellite, and the NASA Project Manager will be concerned primarily with the launch vehicle, range and NASA ground facilities required for support of the launch. Together they will be responsible for the satellite-vehicle and satellite-range interfaces, and the satellite-STDN interfaces as may be agreed under Article I, B.7.

B. NASA will have operational authority over the vehicle, the launching, and associated services. NASDA will have operational authority over the satellite until it is mounted on the final stage motor, at which time it will become NASA's responsibility until NASDA resumes its responsibility, as specified in the launch services contract. In carrying out their respective responsibilities, NASDA and NASA will be subject to the safety and other operational regulations and procedures of the range from which the launching takes place.

C. Arrangements for the furnishing of supporting or other miscellaneous services by NASA in connection with the launching will be provided for under the launch services contract. NASA may also furnish, on a reimbursable basis, minor services in support of general NASDA launching requirements, at NASA's request and under arrangements which may be agreed upon separately.

**Article III. FINANCIAL PRINCIPLES**

A. NASDA will be responsible for all costs incurred by it in carrying out its own responsibilities, and will reimburse NASA as provided in the launch services contract for costs incurred by the US Government in connection with, or incident to, furnishing the requested launching and associated services, and any other services provided at NASDA's request. The general principle under which reimbursement will be made will be that NASDA will reimburse NASA for all such costs incurred by the US Government which are properly chargeable to the services furnished by NASA for the purposes of any scheduled NASDA launching, whether or not such launching actually occurs or is successful, including an amount covering NASA's overhead and administrative expense; NASA may also charge a rental, to be agreed upon in advance for US Government-owned property made available by NASA for the use of NASDA or its contractors.

B. Reimbursement of the costs of the US Government will be made initially on the basis of an estimate to be furnished by NASA in advance, under a payment schedule to be established in the launch services contract. The amount paid by NASDA on an estimated basis will be adjusted as provided in the launch services contract. Adjusted estimates will be provided in accordance with terms of the launch services contract and, bearing in mind the budgetary requirements of NASDA, as far in advance of the date of final settlement as possible. In the case of costs incurred by NASA which are not accounted for on a per-launch basis, such as for launch vehicles and launch crew services, NASA may, in determining the actual costs of the US Government, allocate costs for each launching on a pro-rata basis.

C. NASDA will be exempted from reimbursing NASA for certain costs as provided in the launch services contract.

D. The financial principles set forth above will be consistent with relevant provisions of the United States launch assistance policy as provided in the statement of the President of the United States on October 9, 1972, and are subject to any changes in US Government policy affecting the basis for determining costs to be reimbursed for launch services provided by NASA for users other than the US Government. In the event of any such changes, the basis for determining reimbursable costs for launching services provided to NASDA under this Memorandum of Understanding will continue to be the same as that applicable to comparable non-US Government domestic and foreign users.

**Article IV. LIMITATIONS ON UNITED STATES LIABILITY**

A. Except as may be provided in the launch services contract, the US Government, its contractors and subcontractors shall not be liable for damage to, or the loss of, a satellite or
other property which has been delivered by NASDA or its contractors into the custody of NASA or its contractors for the purposes of an agreed launching. The US Government and its contractors shall not be liable in any event for damage to or the loss of any such NASDA property which results as a direct or indirect consequence of damage to, or the malfunctioning or loss of, a vehicle or vehicle stage occurring after the time NASDA has assumed the risk of loss, as provided for in the launch services contract, for that vehicle or vehicle stage.

B. Except as may be provided in the launch services contract, NASDA will indemnify and hold the US Government harmless against any claims for personal injuries, death, or damage to or loss of property, or for other liability, arising out of the operation of a satellite, or from its failure to operate.

Article V. DOCUMENTATION AND REPORTS

A. NASA and NASDA will exchange, through their respective Project Managers, all documents and information required for purposes of carrying out agreed missions, and such documents and information will be used only for the aforesaid purpose.

B. Immediately after each launching, NASDA will provide NASA all data from the satellite relevant to ascertaining the performance of the launch vehicle, and such data will be used only for the aforesaid purpose.

C. NASDA will, upon NASA's request and at NASA's expense, provide NASA with any raw scientific and technical data received by NASDA from the foregoing three satellites launched by NASA, and any reduced data therefrom. NASA's use of such unpublished data will be in accordance with the terms of the launch services contract.

D. In any use of data passed to NASA under the above paragraphs A-C of this Article, NASA will respect and protect the confidentiality of proprietary information designated as such by NASDA, as provided for in the launch services contract.