

No. 10505

UNITED STATES OF AMERICA
and
ITALY

Exchange of notes constituting an agreement concerning the conditions under which launching and associated services for NASA experimental satellites will be furnished to NASA at the San Marco range (with memorandum of understanding dated 18 February 1969). Rome, 30 April and 12 June 1969

Authentic text: English.

Registered by the United States of America on 2 June 1970.

ÉTATS-UNIS D'AMÉRIQUE
et
ITALIE

Échange de notes constituant un accord relatif aux conditions auxquelles des services de lancement et des services connexes seront fournis à la NASA au polygone de San Marco pour ses satellites expérimentaux (avec mémorandum d'accord du 18 février 1969). Rome, 30 avril et 12 juin 1969

Texte authentique : anglais.

Enregistré par les États-Unis d'Amérique le 2 juin 1970.

EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT ¹
BETWEEN THE UNITED STATES OF AMERICA AND
ITALY CONCERNING THE CONDITIONS UNDER
WHICH LAUNCHING AND ASSOCIATED SERVICES FOR
NASA EXPERIMENTAL SATELLITES WILL BE FUR-
NISHED TO NASA AT THE SAN MARCO RANGE

I

*The American Ambassador to the Director General of Economic Affairs,
Ministry for Foreign Affairs of Italy*

Rome, April 30, 1969

No. 257

Excellency :

I have the honor to refer to the Memorandum of Understanding between the National Aeronautics and Space Administration (NASA) of the United States of America and the Università degli Studi di Roma d'Italia dated February 18, 1969, concerning the conditions under which launching and associated services for NASA experimental satellites will be furnished to NASA at the San Marco range.

The Memorandum of Understanding, which is set forth in the Annex to this Note, provides, *inter alia*, that it shall be subject to confirmation by the Government of Italy and the Government of the United States of America through an exchange of diplomatic notes.

The Government of the United States takes note of the recent reorganization of Italian agencies concerned with space activities, and understands that the National Council of Research will have the sole responsibility within Italy to confirm the acceptable character of missions proposed for the NASA launchings and to approve the financial arrangements agreed in principle in Article III of the Memorandum of Understanding.

I now have the honor to inform you that the Government of the United States confirms the provisions of the Memorandum of Understanding referred to above, as well as the intent by NASA to launch at least two spacecraft from the San Marco range before December 1971.

If the Government of Italy would also confirm the provisions of the

¹ Came into force on 12 June 1969 by the exchange of the said notes.

Memorandum of Understanding and this note, I have the honor to propose that my note and Your Excellency's reply to that effect shall constitute an agreement between our two governments regarding this matter, which shall enter into force on the date of your reply and which shall terminate on December 31, 1971, unless extended by mutual agreement, notwithstanding Article VI of the Memorandum of Understanding to the contrary.

Accept, Excellency, the renewed assurance of my highest consideration.

Gardner ACKLEY

Annex :

Memorandum of Understanding

His Excellency Ambassador Gian Vincenzo Soro
Director General of Economic Affairs
Ministry for Foreign Affairs
Rome

MEMORANDUM OF UNDERSTANDING BETWEEN THE UNIVERSITÀ DEGLI STUDI DI ROMA D'ITALIA AND THE UNITED STATES NATION- AL AERONAUTICS AND SPACE ADMINISTRATION

Affirming their mutual interest in peaceful space research, the Università degli Studi di Roma d'Italia and the United States National Aeronautics and Space Administration (NASA) set forth in this Memorandum their general understanding of the conditions under which launching and associated services will be furnished to NASA at the San Marco range of the Centro Ricerche Aerospaziali della Università degli Studi di Roma d'Italia (CRA) for experimental spacecraft, on a cost-reimbursable basis, and of their responsibilities in connection with the launchings.

The CRA and NASA intend to conclude contracts expressing the specific terms and conditions under which the launching and associated services for NASA experimental satellites to be launched from the San Marco range will be provided. These will be in accord with the general understandings set forth in this Memorandum.

Article I

RESPONSIBILITIES

A. NASA will be responsible for :

1. Furnishing the CRA with its requirements for a particular satellite launch project at the earliest possible date and, in any event, sufficiently in advance of the target date of the launch to enable completion of financial, procurement, and operational requirements of both parties. Such advice will include details of the spacecraft mission, payload description, orbital characteristics, launching parameters,

planned launch date and back-up launching requirements, and other information needed by the CRA for planning purposes.

2. Providing flight-ready spacecraft at the launch range, as required for each mission.

3. Providing suitably configured Scout launch vehicles, including heat shields, spacecraft tie-down and separation mechanisms and vehicle spare parts, as required for each mission.

4. Providing ground-support equipment (GSE) peculiar to each mission and personnel required for its operation, except for certain items of GSE which the CRA may specifically agree to provide and/or operate.

5. Providing training or requalification for Italian personnel, as may be mutually agreed.

6. Providing technical consultations and data, as mutually agreed.

B. The CRA will be responsible for :

1. Establishment, equipping, maintenance and operation of San Marco range facilities, including platforms, range equipment, and Scout checkout and launch equipment, as required for the Scout vehicle as configured at the time of delivery.

2. Assembly, checkout, and launching of the Scout vehicle, including range safety.

3. Mating spacecraft to the vehicle, subject to mutual agreement for each mission.

4. Tracking and data acquisition facilities and operations, as mutually agreed.

5. Support of Italian personnel in any mutually agreed training or requalification program.

Article II

IMPLEMENTATION

A. There will be established a joint San Marco Range Operations Working Group (SMROWG) with Co-Chairmen from the CRA and NASA with the following overall functions relating to all launch projects carried out under the general terms of this agreement :

1. Establish operational requirements and coordinate San Marco range launch schedules as appropriate to accommodate launch projects agreed to under this Memorandum of Understanding.

2. Monitor launch operations phase.
 3. Determine training requirements for Italian personnel.
 4. Provide basic information and data pertinent to the drafting of launch services contracts subsequently negotiated pursuant to this Memorandum.
 5. Review the implementation of the responsibilities agreed to by NASA and the CRA under this Memorandum of Understanding and subsequent launch services contracts.
 6. Consider and take action as appropriate on other items as mutually agreed to by the SMROWG Co-Chairmen.
- B. NASA and the CRA will designate a Launch Services Coordinator for each launch project, who will be responsible for coordinating the agreed functions and responsibilities of each party with the other, pursuant to the detailed arrangements established under the launch services contracts.
- C. The CRA will have operational authority over the assembly, checkout and launching of the Scout vehicles. NASA will have operational authority over the spacecraft.
- D. In accordance with normal practice, a NASA-designated Mission Director will determine when the space flight system is ready for flight and can place a "hold" on the launching operation at any time.
- E. In carrying out their respective responsibilities, NASA and the CRA will be subject to the safety and other operational regulations and procedures of the San Marco range.

Article III

FINANCIAL PRINCIPLES

NASA agrees in principle to reimburse the CRA for those costs incurred in connection with the launching of NASA satellites which are in excess of costs associated with the maintenance and operation of the range during non-launch periods.

The types of costs which will be reimbursed by NASA, and payment procedures, will be agreed upon in any launch services contract.

Article IV

LIABILITY

The CRA and NASA shall bear full responsibility for any damage to their respective nationals in the course of this cooperative project.

In the event of damage to nationals of countries which are not parties to this

cooperative agreement, under the principles of the Treaty Governing the Activities of States in the Exploration and Use of Outer Space, including the Moon and other Celestial Bodies,¹ and international law, the CRA and NASA agree to consult promptly on an equitable sharing of the payments for any settlement required. If agreement is not reached within 180 days, the two agencies will act promptly to arrange for early arbitration to settle the sharing of such claims following the 1958 model rules on arbitral procedure of the International Law Commission.

Article V

PUBLIC INFORMATION

Release of public information regarding this Memorandum of Understanding may be made by each agency for its own portion of the project. Insofar as the participation of the other party is involved, release of public information may be made after suitable coordination.

Article VI

TERMINATION

This Memorandum of Understanding shall remain in force until the Università degli Studi di Roma and NASA mutually determine that it should be terminated.

Article VII

CONFIRMATION

This Memorandum of Understanding shall be subject to confirmation by the Government of Italy and the Government of the United States of America through an exchange of diplomatic notes.

P. A. D'AVACK,

Il Rettore

For the Università
degli Studi di Roma

T. O. PAINE

For the National Aeronautics
and Space Administration

February 18, 1969

¹ United Nations, *Treaty Series*, vol. 610, p. 205.

II

*The Director General of Economic Affairs, Ministry for Foreign
Affairs of Italy, to the American Ambassador*

MINISTERO DEGLI AFFARI ESTERI¹

Rome, June 12th 1969

Excellency :

I have the honor to refer to Your Excellency's note No. 257 of April 30, 1969, concerning the proposed arrangements for the launching of experimental satellites from the San Marco range, the text of which reads as follows:

[See note I]

I have the honor to inform you that the proposals set forth in Your Excellency's note are acceptable to the Government of Italy, and, therefore, agree that Your Excellency's note together with this reply shall constitute an agreement between our two Governments regarding the matter.

Accept, Excellency, the renewed assurance of my highest consideration.

G. V. SORO

His Excellency Ambassador Gardner Ackley
Embassy of the United States of America
Roma

¹ Ministry for Foreign Affairs.