

THE INTERNATIONAL COSPAS-SARSAT PROGRAMME AGREEMENT

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THE INTERNATIONAL COSPAS-SARSAT PROGRAMME AGREEMENT

THE STATES PARTIES TO THIS AGREEMENT:

NOTING the successful implementation of the COSPAS-SARSAT Search and Rescue Satellite System established under a Memorandum of Understanding among the Ministry of Merchant Marine of the Union of Soviet Socialist Republics, the National Oceanic and Atmospheric Administration of the United States of America, the Department of National Defence of Canada and the Centre National d'Etudes Spatiales of France which was signed on 5 October 1984 and came into effect on 8 July 1985;

DESIRING to strengthen the close international cooperation in this humanitarian endeavour;

AWARE of the efforts in the International Maritime Organization to establish a Global Maritime Distress and Safety System, building on the International Convention for the Safety of Life at Sea, done at London on 1 November 1974, on the Convention and Operating Agreement of the International Maritime Satellite Organization (INMARSAT), done at London on 3 September 1976, and the International Convention on Maritime Search and Rescue, done at Hamburg on 27 April 1979, as well as the responsibilities of the International Civil Aviation Organization and the International Telecommunication Union in their respective fields;

CONVINCED that a worldwide satellite system to provide alert and location services for maritime, aviation and terrestrial distress and safety is important for the efficient operation of search and rescue;

RECALLING the provisions of the Treaty on Principles Governing the Activities of States in the Exploration and Use of Outer Space, including the Moon and Other Celestial Bodies, of 27 January 1967, and other multilateral agreements regarding the use of outer space to which they are Party;

RECOGNIZING that it is therefore desirable to operate the COSPAS-SARSAT system, in accordance with international law, so as to endeavour to provide long term alert and location services in support of search and rescue and access to the System to all States on a non-discriminatory basis, and free of charge for the end-user in distress,

HAVE AGREED AS FOLLOWS:

ARTICLE 1:
DEFINITIONS

- 'Party' means a State for which this Agreement has entered into force;
- 'Programme' means those activities carried out by the Parties to provide, operate and coordinate the COSPAS-SARSAT System, in accordance with this Agreement;
- 'Cooperating Agency' means an organization designated by a Party for the purpose of implementing the Programme;
- 'System' means the COSPAS-SARSAT System comprising a Space Segment, a Ground Segment and Radiobeacons, all as described in Article 3;
- 'Ground Segment Provider' means any State which establishes and operates Ground Segment equipment under the terms of Article 11.2;
- 'User State' means any State that avails itself of the System under the terms of Article 12.2 and Article 12.3.

ARTICLE 2:
PURPOSE OF THE AGREEMENT

In fostering international cooperation for search and rescue, the purpose of this Agreement is to:

- (a) assure the long term operation of the System;
- (b) provide distress alert and location data from the System to the international community in support of search and rescue operations on a non-discriminatory basis;
- (c) support, by providing these distress alert and location data, the objectives of the International Maritime Organization and the International Civil Aviation Organization, concerning search and rescue; and
- (d) define the means by which the Parties shall coordinate the management of the System and cooperate with other national authorities and relevant international organizations in the operation and coordination of the System.

ARTICLE 3:
GENERAL DESCRIPTION OF THE SYSTEM

3.1 The System comprises:

- (a) a Space Segment made up, under normal operating conditions, of at least four compatible satellite assemblies each comprising three basic units:
 - (i) a platform moving in low earth polar orbit as a mounting for the other units,
 - (ii) a receiver-processor and memory unit designed to receive, process and store signals received on 406 MHz for retransmission, and
 - (iii) a repeater unit relaying radiobeacon signals on 121.5 MHz;
- (b) a Ground Segment comprising:
 - (i) Local User Terminals established by the Parties and other States to receive signals relayed by the satellites and process them to determine radiobeacon location, and
 - (ii) Mission Control Centres established by the Parties and other States to accept the output from the Local User Terminals and convey distress alert and location data to appropriate authorities;
- (c) radiobeacons, which are designed to be activated in a distress and to transmit a radio signal on frequencies of 406 MHz and/or 121.5 MHz, the characteristics of which comply with appropriate provisions of the International Telecommunication Union and COSPAS-SARSAT specifications.

3.2 The COSPAS-SARSAT Space Segment configuration may be enhanced in accordance with decisions of the Council established pursuant to Articles 7 and 8.

ARTICLE 4:
COOPERATING AGENCIES

- 4.1 Each Party shall designate a Cooperating Agency which shall be responsible for the implementation of the Programme.
- 4.2 Each Party shall inform the other Parties of its designated Cooperating Agency and of any subsequent changes.

ARTICLE 5:
RESPONSIBILITIES OF PARTIES

- 5.1 The Parties shall contribute to the Programme on a long term basis so as to maintain the Space Segment of the System.
- 5.2 The contribution of a Party shall be at least one of the basic units of the Space Segment of the System.
- 5.3 Each Party shall determine its contribution to the Space Segment of the System.
- 5.4 The initial contributions of the original Parties to the Space Segment, under normal operating conditions, are as follows:
- | | |
|-------------------------------------|--|
| Union of Soviet Socialist Republics | 2 platforms
2 receiver-processor and memory units
2 repeater units |
| United States of America | 2 platforms |
| Republic of France | 2 receiver-processor and memory units |
| Canada | 2 repeater units |
- 5.5 In the event of a change to the contribution of a Party, that Party shall notify the Depositary of the change.
- 5.6 A Party providing a satellite platform shall be responsible for its operation. Such operation shall be consistent with any technical requirements and the satisfactory performance of the System pursuant to Article 9(d).
- 5.7 The Parties shall ensure administrative, operational and technical coordination among themselves and between the Parties and other Ground Segment Providers, and shall endeavour to keep User States fully informed regarding the System.
- 5.8 The Parties shall endeavour to deliver relevant COSPAS-SARSAT alert and location data to appropriate search and rescue authorities and to coordinate System activities with such authorities.
- 5.9 Parties shall exchange such information as is necessary to permit the performance of their respective obligations pursuant to this Agreement.

ARTICLE 6:
FINANCIAL MATTERS

- 6.1 Each Party, in conformity with its domestic funding procedures, and subject to the availability of appropriated funds, shall be fully responsible for financing all costs associated with its contribution to the Space Segment as determined pursuant to Article 5, and the common costs arising from the obligations of this Agreement.
- 6.2 Common costs associated with the organization, administration and coordination of the Programme, as agreed in the Council, including those incurred in financing the activities of the Council and the Secretariat, shall be shared equally by the Parties.
- 6.3 The reception and transmission of distress alert data through the COSPAS-SARSAT Space Segment shall be provided free of charge to all States.
- 6.4 Non-Party States choosing to participate in activities associated with the organization, coordination and administration of the Programme as referred to in Article 6.2 may be invited to contribute to the common costs involved under terms determined by the Council.

ARTICLE 7:
STRUCTURE

- 7.1 The following organs shall be established pursuant to this Agreement:
- (a) the Council; and
 - (b) the Secretariat.
- 7.2 The Council may establish subsidiary organs as required for the implementation of this Agreement.

ARTICLE 8:
THE COUNCIL - COMPOSITION AND PROCEDURES

- 8.1 The Council shall be composed of one representative of each of the Parties who may be accompanied by deputies and advisers.
- 8.2 The Council shall adopt its own rules of procedure.
- 8.3 The Council shall meet as often as may be necessary for the efficient discharge of its functions, but not less than once a year.
- 8.4 Decisions of the Council shall be taken unanimously.
- 8.5 The languages of the Council shall be English, French and Russian.

**ARTICLE 9:
FUNCTIONS OF THE COUNCIL**

The Council shall carry out the relevant policies and coordinate the activities of the Parties. The functions of the Council shall include:

- (a) overseeing the implementation of this Agreement;
- (b) the development of the necessary technical, administrative and operational plans for the implementation of the present Agreement;
- (c) the implementation of those provisions of Article 6 requiring Council action;
- (d) the preparation, consideration and adoption of technical specifications for the System space and ground facilities and radiobeacons, as well as the adoption of COSPAS-SARSAT technical and operational documentation;
- (e) ensuring interaction and cooperation with the International Civil Aviation Organization, the International Telecommunication Union, the International Maritime Organization and other international organizations for the purpose of coordinating technical matters;
- (f) the provision of administrative, operational and technical coordination with Ground Segment Providers and User States, including the adoption of procedures for type approval or commissioning of Ground Segment equipment and radiobeacons;
- (g) the assessment of the need for technical and operational enhancements of the System, including those relating to contributions of the Parties and those which would entail contributions by States non-Parties to this Agreement;
- (h) the establishment of mechanisms for exchange of appropriate technical and operational information;
- (i) taking decisions upon matters of joint relations with States non-Parties to this Agreement, as well as international organizations;
- (j) the direction of Secretariat activities;
- (k) the organization and coordination of exercises, trials and studies that are necessary to assess the performance of the System; and
- (l) other matters regarding operation of the System's Space and Ground Segments and radiobeacons that the Council agrees shall fall within its purview.

ARTICLE 10:
THE SECRETARIAT

- 10.1 The Secretariat shall be the permanent administrative organ for the Programme and shall assist the Council in the implementation of its functions.
- 10.2 The Secretariat shall be managed by a Head of Secretariat, appointed pursuant to procedures approved by the Council.
- 10.3 The Secretariat shall take direction from the Council in the performance of its functions, which include:
- (a) conference services for the meetings of the Council and of its subsidiary organs;
 - (b) administrative services concerning general correspondence, system documentation and promotional materials;
 - (c) technical services including the preparation of reports as instructed by the Council;
 - (d) liaison with Ground Segment Providers, User States and international organizations; and
 - (e) such other services as may be required by the Council for the implementation of this Agreement.

ARTICLE 11:
GROUND SEGMENT PROVIDERS

- 11.1 Any State planning to establish and operate Ground Segment equipment shall advise the Council of its intention to do so and shall:
- (a) adhere to the technical specifications and operating procedures set by the Council for the purpose of ensuring adequate system performance;
 - (b) endeavour to deliver, in accordance with procedures agreed with the Council, distress alert and location information received through the COSPAS-SARSAT Space Segment to appropriate search and rescue authorities;
 - (c) provide, as agreed with the Council, appropriate performance data in order to confirm compatibility of its Ground Segment equipment with the System;
 - (d) designate an organization to carry out its responsibilities pursuant to this Article;
 - (e) participate in appropriate meetings of the Programme, convened by the Council, on terms and conditions determined by the Council, with a view to resolving relevant administrative, operational and technical issues;

- (f) confirm that it will not make any claims or bring actions against the Parties for injury, damages or financial losses arising out of activities, or lack thereof, pursuant to this Agreement;
 - (g) adhere to the provisions of Article 12 in relation to its use of the System; and
 - (h) fulfill any other requirement as may be agreed with the Council.
- 11.2 Any such State wishing to become a Ground Segment Provider shall notify formal acceptance of its obligations pursuant to Article 11.1 to the Depositary which shall inform the Parties. Such notification shall be in the form of a standard letter and shall include the conditions of participation in the System previously agreed with the Council pursuant to Article 11.1.

ARTICLE 12: USER STATES

- 12.1 Any State may utilize the System both through the reception of COSPAS-SARSAT alert and location data and through the deployment of radiobeacons.
- 12.2 Any such State wishing to become a User State shall assume certain responsibilities including:
- (a) to advise the Council or the competent international organization of its point or points of contact for distress alert purposes;
 - (b) to make use of radiobeacons for operation in the System, the characteristics of which comply with appropriate provisions of the International Telecommunication Union and COSPAS-SARSAT specifications;
 - (c) to maintain, as applicable, a radiobeacon register;
 - (d) to exchange COSPAS-SARSAT data in a timely and non-discriminatory manner, in accordance with procedures agreed with the Council;
 - (e) to confirm that it will not make any claims or bring actions against the Parties for injury, damages or financial losses arising out of activities, or lack thereof, pursuant to this Agreement;
 - (f) to participate as necessary in appropriate meetings of the Programme, convened by the Council, on terms and conditions determined by the Council, with a view to resolving relevant administrative, operational and technical issues; and
 - (g) to fulfill any other requirement as may be agreed with the Council.

- 12.3 User States shall notify formal acceptance of their obligations under Article 12.2 to the Depositary which shall inform the Parties. Such notification shall be in the form of a standard letter and shall include the conditions of participation in the System previously agreed with the Council pursuant to Article 12.2.

ARTICLE 13:
RELATIONSHIP WITH INTERNATIONAL ORGANIZATIONS

- 13.1 To promote implementation of this Agreement, the Parties, acting through the Council, shall cooperate with the International Civil Aviation Organization, the International Telecommunication Union and the International Maritime Organization, as well as with other international organizations, on matters of common interest. The Parties shall take into account the relevant resolutions, standards and recommendations of these international organizations.
- 13.2 This cooperation may be formalized between these Organizations and the Parties.

ARTICLE 14:
LIABILITY

- 14.1 The Parties shall not make any claims or bring actions against each other for injury, damages or financial losses arising out of activities, or lack thereof, pursuant to this Agreement.
- 14.2 The Parties accept no liability towards users of the System or any third party, particularly as regards any claims for injury, damages or financial losses that may arise from the use of the System. Parties will cooperate with a view to protecting themselves from any such potential claims.

ARTICLE 15:
SETTLEMENT OF DISPUTES

- 15.1 Any dispute concerning the interpretation or implementation of this Agreement should be settled by negotiations between or among the Parties concerned.
- 15.2 If a settlement cannot be reached by such negotiations, the dispute may, if the affected Parties so agree, be referred to arbitration.

ARTICLE 16:
ACCESSION

- 16.1 This Agreement shall be open for accession by any State that agrees to contribute a minimum of one basic unit to the Space Segment, and is prepared to assume the responsibilities of a Party pursuant to this Agreement.
- 16.2 Where a State is to accede to this Agreement and assume responsibility for the contribution of a basic unit of the existing Space Segment, either as described in Article 3.1 or as enhanced pursuant to Article 3.2, it shall do so in agreement with the Party currently providing that basic unit and in consultation with the other Parties.
- 16.3 Where a State is to accede to this Agreement and assume responsibility for the contribution of an additional basic unit which itself constitutes an enhancement of the Space Segment, it shall do so with the agreement of all Parties following a decision of the Council pursuant to Article 3.2 that such enhancement is required.
- 16.4 Where the requirements of Article 16.2 or 16.3, as appropriate, have been satisfied and the State so notified, such State may accede by depositing its instrument of accession with the Depositary.
- 16.5 This Agreement shall enter into force for the acceding State on the date of deposit of the instrument of accession with the Depositary.

ARTICLE 17:
WITHDRAWAL

- 17.1 A Party may withdraw from this Agreement.
- 17.2 A Party intending to withdraw shall notify the Depositary to that effect. Such withdrawal shall take effect one year after the date of receipt of notification by the Depositary, or at a later date to be agreed by the Parties.
- 17.3 A Party intending to withdraw from this Agreement shall endeavour to ensure continuity of its existing contribution to the Space Segment and, in that respect, shall consult with the other Parties to determine adjustments in their respective responsibilities.

**ARTICLE 18:
AMENDMENTS**

- 18.1 Amendments to this Agreement may be proposed by any Party.
- 18.2 Ninety days notice is required before consideration of a proposed amendment by the Council at its next meeting. The Council shall consider the proposed amendment at that meeting and make recommendation to the Parties concerning such proposed amendment.
- 18.3 The amendment shall enter into force sixty days after the Depositary has received notification of acceptance from all the Parties.
- 18.4 The Depositary shall promptly notify all the Parties of the receipt of notifications of acceptance of amendments and of the entry into force of amendments.

**ARTICLE 19:
DEPOSITARY**

- 19.1 The Depositaries of this Agreement shall be the Secretary-General of the International Civil Aviation Organization and the Secretary-General of the International Maritime Organization.
- 19.2 The Depositary shall promptly inform all the Parties to this Agreement of the date of each signature, of the date of deposit of each instrument of ratification, acceptance, approval or accession, of the date of entry into force of this Agreement, and of the receipt of other notifications.
- 19.3 This Agreement shall be registered with the United Nations Secretariat in accordance with Article 102 of the Charter of the United Nations.

**ARTICLE 20:
ENTRY INTO FORCE AND DURATION**

- 20.1 This Agreement shall be open for signature by Canada, the Republic of France, the United States of America and the Union of Soviet Socialist Republics. Signature may be made not subject to ratification, acceptance or approval, or may be accompanied by a declaration that it is subject to ratification, acceptance or approval.
- 20.2 This Agreement shall enter into force for Canada, the Republic of France, the United States of America and the Union of Soviet Socialist Republics on the sixtieth day following the date on which these four States have either signed the Agreement not subject to ratification, acceptance or approval, or have deposited instruments of ratification, acceptance or approval with the Depositary.

- 20.3 Upon entry into force of this Agreement, the Parties shall take the necessary measures in order to ensure that the Memorandum of Understanding, which was signed 5 October 1984 and came into effect 8 July 1985, among the Ministry of Merchant Marine of the Union of Soviet Socialist Republics, the National Oceanic and Atmospheric Administration of the United States of America, the Department of National Defence of Canada and the Centre National d'Etudes Spatiales of France concerning Cooperation in the COSPAS-SARSAT Search and Rescue Satellite System, ceases to be in effect.
- 20.4 This Agreement shall remain in force for a period of fifteen years from the date on which it enters into force and shall be extended automatically for successive periods of five years.

IN WITNESS WHEREOF, the undersigned have signed this Agreement.

DONE AT PARIS this first day of July one thousand nine hundred and eighty-eight, in the English, French and Russian languages, all texts being equally authentic, in two originals deposited with the Secretary-General of the International Civil Aviation Organization and the Secretary-General of the International Maritime Organization respectively. Certified copies of the Agreement shall be transmitted by the Depositary to the Parties.