



Treaty Series No. 17 (1991)

Exchange of Letters

between the Government of the
United Kingdom of Great Britain and Northern Ireland
and the International Maritime Organization

concerning the Association of the United Kingdom
with the International COSPAS-SARSAT
Programme as a Ground Segment Provider

London, 29 January and 22 February 1990

[The Agreement entered into force on 9 March 1990]

*Presented to Parliament
by the Secretary of State for Foreign and Commonwealth Affairs
by Command of Her Majesty
March 1991*

LONDON : HMSO

£1.90 net

**EXCHANGE OF NOTES
BETWEEN THE GOVERNMENT OF THE
UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND
AND THE INTERNATIONAL MARITIME ORGANIZATION
CONCERNING THE ASSOCIATION OF THE UNITED KINGDOM WITH THE
INTERNATIONAL COSPAS-SARSAT PROGRAMME AS A GROUND SEGMENT
PROVIDER**

No. 1

*The Minister of State of the Foreign and Commonwealth Office to the Secretary-General of
the International Maritime Organization*

*Foreign and Commonwealth Office
London
29 January 1990*

Dear Secretary-General,

COSPAS-SARSAT: NOTIFICATION OF NON-PARTY STATES' ASSOCIATION

I have the honour to notify you of the wish of the Government of the United Kingdom of Great Britain and Northern Ireland to participate in the International COSPAS/SARSAT Programme Agreement as a Ground Segment Provider. I enclose a formal letter of Notification to this effect.

I avail myself of this opportunity to assure you of my highest consideration.

WILLIAM WALDEGRAVE

**Notification of Association with the International COSPAS-SARSAT Programme as a
Ground Segment Provider**

The Signatory of this Letter of Notification:

Noting the successful implementation of the COSPAS-SARSAT Search and Rescue Satellite System established and operated under the terms of the International COSPAS-SARSAT Programme Agreement between Canada, the Republic of France, the Union of Soviet Socialist Republics and the United States of America, which was signed on 1 July 1988 and entered into force on 30 August 1988;

Noting the commitment of the Parties to the International COSPAS-SARSAT Programme Agreement to assure the long term operation of the COSPAS-SARSAT System and access to this System to all States on a non-discriminatory basis, and free of charge to the end-user in distress;

Considering the provisions of the International COSPAS-SARSAT Programme Agreement concerning participation of States non-Parties to the Agreement in the COSPAS-SARSAT System as Ground Segment Providers;

Desiring to strengthen the close international co-operation in this humanitarian endeavour;

Aware of the International Maritime Organization's decision to establish a Global Maritime Distress and Safety System, as well as the responsibilities of the International Civil Aviation Organisation 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;

Recognising that it is therefore desirable that States non-Parties to the International COSPAS-SARSAT Programme Agreement co-operate with the Parties to this Agreement and with other States, on a non-discriminatory basis, in the establishment and operation of COSPAS-SARSAT Ground Segment equipment and in the use of the COSPAS-SARSAT System in support of search and rescue operations,

Agrees as follows:

1. DEFINITIONS

- “ Agreement ” means the International COSPAS-SARSAT Programme Agreement;
- “ COSPAS-SARSAT ” Parties means the Parties to the Agreement;
- “ Programme ” means those activities carried out by the COSPAS-SARSAT Parties under the terms of the Agreement, to provide, operate and co-ordinate the COSPAS-SARSAT System in accordance with the Agreement;
- “ System ” means the COSPAS-SARSAT System comprising a Space Segment, a Ground Segment and Radiobeacons, all as described in Article 3 of the Agreement, and including Ground Segment equipment and Radiobeacons provided by Ground Segment Providers and User States under the terms of the Agreement;
- “ Council ” means the Council established pursuant to the Agreement;
- “ Secretariat ” means the Secretariat established pursuant to the Agreement;
- “ Ground Segment Provider ” means any State which establishes and operates Ground Segment equipment, and avails itself of the System, under the terms of the Agreement;
- “ User State ” means any State that avails itself of the System under the terms of the Agreement;
- “ Agency ” means an organisation designated by a Ground Segment Provider or a User State for the purpose of implementing its responsibilities in its association with the Programme;
- “ Signatory ” means the State which, under the terms of this letter, notifies one of the Depositaries of the Agreement of its association with the Programme as a Ground Segment Provider.

2. SCOPE AND OBJECTIVES OF THE SIGNATORY'S ASSOCIATION WITH THE PROGRAMME

2.1 The Objectives of the Signatory's association with the Programme are to:

- (a) Contribute to 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 Organisation concerning search and rescue; and
- (d) Co-operate with other national authorities and relevant international organisations in the operation and co-ordination of the System.

2.2 In order to implement these objectives, the Signatory shall associate itself with the Programme as Ground Segment Provider and shall:

- (a) utilise the System in support of search and rescue operations through the reception of COSPAS-SARSAT alert and location data and through the deployment of Radiobeacons;
- (b) establish and operate in a time frame indicated to the Council, ground segment equipment consisting of:
 - at least one Local User Terminal to receive signals relayed by COSPAS-SARSAT satellites and process them to determine Radiobeacons' location, and
 - one Mission Control Centre to accept the output from the Local User Terminals and other MCCs and convey distress alert and location data to appropriate authorities.

2.3 The Signatory accepts that no provision in this letter of notification shall commit the COSPAS-SARSAT Parties beyond the terms of the Agreement.

3. STATEMENT OF SIGNATORY'S RESPONSIBILITIES

3.1 In accordance with provisions of the Agreement concerning the association of Ground Segment Providers and User States with the Programme, the Signatory shall assume the following responsibilities:

- (a) to adhere to the technical specifications and operating procedures set by the Council for the purpose of ensuring adequate System performance;
- (b) to 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) to provide, as agreed with the Council, appropriate performance data in order to confirm compatibility of its Ground Segment equipment with the System;
- (d) to advise the Council or the competent international organisation of its point of contact for distress alert purposes;
- (e) 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;
- (f) to maintain, as applicable, a radiobeacon register;
- (g) to exchange COSPAS-SARSAT data in a timely and non-discriminatory manner, in accordance with procedures agreed with the Council;
- (h) to participate as necessary in appropriate meetings of the Programme convened by the Council, including open meetings of the Council and its subsidiary organs, with a view to resolving relevant administrative, operational and technical issues, and
- (i) to fulfil any other requirement as may be agreed with the Council.

3.2 This notification shall not be interpreted as committing the Signatory to any obligation beyond the terms of this letter, or modifications to any existing obligation, without its prior consent and the Signatory shall not be required to carry out any new responsibility, before a period of time agreed with the Council.

4. AGENCY AND REPRESENTATION OF THE SIGNATORY IN THE MEETINGS OF THE PROGRAMME

4.1 The Signatory notes that, having met the requirements of Article 11 or Article 12 of the Agreement, it is entitled to attend open meetings of the Council and its subsidiary organs, receive all the relevant documents pertaining to these meetings, submit papers, propose agenda items and participate in the discussions.

4.2 The Signatory shall designate an Agency which shall be responsible for the implementation of its association with the Programme in accordance with paragraphs 2 and 3 of this letter of notification.

4.3 The Signatory shall inform the COSPAS-SARSAT Parties, through the Secretariat, of its designated Agency and of its representative in the meetings of the Programme convened by the Council, in which Ground Segment Providers or User States are invited to participate.

4.4 The Signatory shall inform the COSPAS-SARSAT Parties, through the Secretariat, of any subsequent changes of its designated Agency and representative.

4.5 The Signatory accepts that the participation of its representative in the meetings of the Programme shall be in accordance with the applicable provisions of the International COSPAS-SARSAT Programme Agreement and the applicable rules of procedure adopted by the Council.

5. LIABILITY

5.1 The Signatory accepts that the Parties and other States associated with the Programme shall not make any claim or bring actions against each other for injury, damage or financial losses arising out of activities, or lack thereof, pursuant to its association with the Programme or its use of the System.

5.2 The Signatory accepts no liability towards users of the System, including COSPAS-SARSAT Parties, Ground Segment Providers and User States, or any third party, particularly as regards any claims for injury, damages or financial losses that may arise from their use of the System or from the Signatory's association with the Programme. The Signatory will co-operate with COSPAS-SARSAT Parties, Ground Segment Providers and User States with a view to protecting themselves from any such potential claims.

6. FINANCIAL MATTERS

6.1 The Signatory, 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 System as defined in paragraphs 2 and 3 of this letter of notification.

6.2 In accordance with Article 6 of the Agreement, the Signatory is prepared to contribute the standard annual amount, determined from time to time by the Council in agreement with Non-Party States associated with the Programme, towards the common costs associated with the organisation, administration and co-ordination of the Programme.

6.3 In accordance with Article 6 of the Agreement, common costs referred to in paragraph 6.2 of this letter of notification do not include any costs associated with the reception and transmission of distress alert data through the COSPAS-SARSAT Space Segment, which are provided by the COSPAS-SARSAT Parties free of charge to all States.

7. ENTRY INTO FORCE AND TERMINATION

7.1 The association of the Signatory with the Programme as a Ground Segment Provider shall be effective 30 days after the date on which this letter of notification is received by one of the Depositaries of the Agreement.

7.2 The Signatory may terminate unilaterally its association with the Programme by notifying one of the Depositaries of the Agreement of its intent to do so. Such termination shall take effect 180 days after the date of receipt of the notification by this Depositary of the Agreement. The Signatory shall inform the COSPAS-SARSAT Parties through the Secretariat of its intent to terminate.

7.3 The Signatory accepts that, unless terminated in accordance with paragraph 7.2 of this letter of notification, its association with the Programme shall remain effective until the Agreement ceases to be in force, in which case the Signatory's association with the Programme will be automatically terminated.

7.4 The Depositaries of the International COSPAS-SARSAT Programme Agreement are jointly the Secretary General of the International Civil Aviation Organisation and the Secretary General of the International Maritime Organization; the Depositary referred to in this letter of notification is the Secretary General of the International Maritime Organization who is requested to inform the COSPAS-SARSAT Parties and the other Depositary of the date of receipt of the present and subsequent notifications by the Signatory and to transmit to each of them one copy of the present and subsequent notifications by the Signatory.

In witness whereof, the undersigned, duly authorised, has signed this letter of notification.

Done at London this 29th day of January 1990.

For the Government of the United Kingdom of Great Britain and Northern Ireland:

WILLIAM WALDEGRAVE

*The Secretary-General of the International Maritime Organization to the Minister of State
of the Foreign and Commonwealth Office*

*International Maritime Organization
London*

22 February 1990

Dear Mr. Waldegrave,

Thank you for your letter of 29 January 1990 transmitting the formal letter of Notification of Association of the Government of the United Kingdom of Great Britain and Northern Ireland with the International COSPAS-SARSAT Programme as a Ground Segment Provider.

In accordance with paragraph 7.1 of the said Notification the association of the Government of the United Kingdom of Great Britain and Northern Ireland with the Programme of the COSPAS-SARSAT Parties will commence on 9 March 1990.

The COSPAS-SARSAT Parties and other interested States, the International Civil Aviation Organization and the COSPAS-SARSAT Secretariat will be informed of the receipt of the Notification of Association, in accordance with paragraph 2.1 of the Procedure for the Notification of non-Party States' Association with the COSPAS-SARSAT Programme approved by the COSPAS-SARSAT Council at its Second Session.

W. A. O'NEIL



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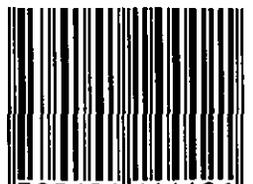
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