



Treaty Series No. 7 (1995)

Exchange of Notes

between the Government of the
United Kingdom of Great Britain and Northern Ireland
and the Government of the People's Republic of China

concerning Liability for Damage during the
Launch Stage of the Apstar-1, Apstar-2, and
Asiasat-2 Satellites

Peking, 28 June 1994

[The Agreement entered into force on 28 June 1994]

*Presented to Parliament
by the Secretary of State for Foreign and Commonwealth Affairs
by Command of Her Majesty
January 1995*

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EXCHANGE OF NOTES
BETWEEN THE GOVERNMENT OF THE
UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND
AND THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF CHINA
CONCERNING LIABILITY FOR DAMAGE DURING THE
LAUNCH STAGE OF THE APSTAR-1, APSTAR-2, AND
ASIASAT-2 SATELLITES

No. 1

*The Ministry of Foreign Affairs of the People's Republic of China to the
British Embassy at Peking*

*Peking
28 June 1994*

中 华 人 民 共 和 国 外 交 部

(94)部欧字第 034 号

大不列颠及北爱尔兰联合王国驻华大使馆：

中华人民共和国外交部向大不列颠及北爱尔兰联合王国驻华大使馆致意，并谨代表中华人民共和国政府确认，我们双方经过友好协商，就“亚太一号”、“亚太二号”和“亚洲二号”卫星在发射阶段（从发射器点火至卫星与发射器分离）对其他国家或其国民造成的损害的赔偿责任问题，达成协议如下：

一、中华人民共和国政府（以下称“中国”）和大不列颠及北爱尔兰联合王国政府（以下称“联合王国”）注意到，中国长城工业公司将分别于一九九四年七月二十一日、十二月二十日左右和一九九五年第一季度在中华人民共和国分别为亚太通信卫星有限公司和亚洲卫星电信有限公司发射“亚太一号”、“亚太二号”和“亚洲二号”卫星。

二、中国和联合王国也注意到，两国都是一九七二年《空间物体造成损害的国际责任公约》（以下称“责任公约”）和一九六七年《关于各国探索和利用包括月球和其他天体

在内的外层空间活动的原则条约》(以下称“外空条约”)的缔约国。

三、中国和联合王国商定,在它们之间,对于上述三颗卫星在发射阶段(从发射器点火至卫星与发射器分离)对其他国家或其国民造成损害的赔偿,中国将根据《责任公约》、《外空条约》及其他国际法原则承担责任;并在受下述第四条约束的情况下,中国将补偿联合王国由于上述损害而可能有责任予以赔偿的索赔。

四、中国和联合王国商定:

(一)如发生对联合王国提出上述第三条范围内的损害索赔,联合王国应在收到此种索赔要求后,尽快将其通知中国。

(二)联合王国在未同中国进行充分磋商的情况下,不得同任何上述索赔人达成任何解决办法。

(三)如果中国对联合王国与任何上述索赔人所提出的解决办法表示异议,联合王国应将索赔要求提交给根据《责任公约》的规定而成立的索赔委员会或提交给其程序符合《责任公约》第十四条至第二十条规定的索赔委员会。在此情况下,中国应对联合王国进行补偿,其数额不超过索赔委员会就解决此项索赔所建议的数额。在受《责任公约》关于委员会成员未能选出的第十五条、第十六条和第十七条约

束的情况下,联合王国选择委员会成员时,须事先同中国进行磋商,并征得其同意。

上述内容,如蒙大使馆代表大不列颠及北爱尔兰联合王国政府复照确认,本照会与大使馆的复照即构成我们两国政府间的一项协议,并自大使馆复照之日起生效。

顺致最崇高的敬意。

一九九四年六月二十八日于北京

*The British Embassy at Peking to the Ministry of Foreign Affairs of the
People's Republic of China*

*British Embassy
Peking
28 June 1994*

Her Britannic Majesty's Embassy present their compliments to the Ministry of Foreign Affairs of the People's Republic of China and have the honour to acknowledge receipt of the Ministry's Note of 28 June 1994, which in translation reads as follows:

The Ministry of Foreign Affairs of the People's Republic of China presents its compliments to the Embassy of the United Kingdom of Great Britain and Northern Ireland in China and has the honour to confirm on behalf of the Government of the People's Republic of China that, with respect to the liability for damage to other states or their nationals arising during the launch phase (from ignition of the launch vehicle to the separation of the satellite from the launch vehicle) of the Apstar-1, Apstar-2, and Asiasat-2 respectively, the two parties, after friendly consultations have reached the following agreement:

1. The Government of the People's Republic of China (hereinafter referred to as "China") and the Government of the United Kingdom of Great Britain and Northern Ireland (hereinafter referred to as the "United Kingdom") note that the China Great Wall Industry Corporation will launch the Apstar-1 and Apstar-2 for APT Satellite Company Limited around 21 July 1994 and 20 December 1994 respectively, and Asiasat-2 for Asia Satellite Telecommunications Company Limited in the first quarter of 1995 from the People's Republic of China.
2. China and the United Kingdom also note that both of them are parties to the Convention on International Liability for Damage Caused by Space Objects of 1972 (hereinafter referred to as the "Liability Convention")¹ and 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 1967 (hereinafter referred to as the "Outer Space Treaty")².
3. China and the United Kingdom agree that, with regard to the compensation for damage to other states or their nationals arising during the launch phase (from ignition of the launch vehicle to the separation of the satellite from the launch vehicle) of the Apstar-1, Apstar-2 and Asiasat-2, China shall assume the liability, as between them, under the Liability Convention, the Outer Space Treaty and other principles of international law, and, subject to Article 4 below, shall indemnify the United Kingdom for compensation claims for the above-mentioned damage for which the United Kingdom may be liable.
4. China and the United Kingdom agree:
 - (i) In the event that a claim for compensation for damage within the scope of Article 3 above is brought against the United Kingdom, the United Kingdom, as soon as possible after receiving notice of such claim, shall notify China thereof.
 - (ii) The United Kingdom shall not make any settlement with any such claimant without full consultation with China.
 - (iii) In the event that China objects to the terms of a proposed settlement between the United Kingdom and any such claimant, the United Kingdom shall submit the claim to a claims commission as provided for in the Liability Convention or to a claims commission whose procedures accord with the procedures in articles XIV to XX inclusive thereof. In this event, China shall compensate the United Kingdom for any settlement of such claim up to and not exceeding the amount recommended by the claims commission. Subject to Articles XV, XVI and XVII of the Liability

¹ Treaty Series No. 16 (1974) Cmnd. 5551.

² Treaty Series No. 10 (1968) Cmnd. 3519.

Convention with respect to failure to select a commission member, selection of members by the United Kingdom shall require prior consultation with, and the approval of China.

If the above-mentioned is kindly confirmed in a Note of reply by the Embassy on behalf of the Government of the United Kingdom of Great Britain and Northern Ireland, the present Note and the reply to the Embassy shall form an Agreement between our two Governments and shall come into force on the date of the reply of the Embassy.

The Ministry of Foreign Affairs of the People's Republic of China avails itself of this opportunity to renew to the Embassy of the United Kingdom the assurances of its highest consideration.

The Embassy have the honour to confirm that the terms and conditions set out in the Ministry's Note are acceptable to the Government of the United Kingdom of Great Britain and Northern Ireland and that the Ministry's Note, together with this reply, shall constitute an Agreement between the two Governments which shall enter into force today.

Her Britannic Majesty's Embassy avail themselves of this opportunity to renew to the Ministry of Foreign Affairs of the People's Republic of China the assurance of their highest consideration.



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