

法規名稱：(終)COORDINATION ARRANGEMENT BETWEEN THE TAIPEI ECONOMIC AND CULTURAL REPRESENTATIVE OFFICE IN THE UNITED STATES AND THE AMERICAN INSTITUTE IN TAIWAN FOR COORDINATION REGARDING NORMAL OPERATIONS AND SPECIAL UPLINK OPERATIONS FOR THE FORMOSAT-3 SATELLITE SYSTEM

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Article I - Scope

This Coordination Arrangement between the Taipei Economic and Cultural Representative Office in the United States (TECRO) and the American Institute in Taiwan (AIT) provides a framework by which TECRO, through its designated representative, the National Space Organization (NSPO) of Taiwan, can receive technical guidelines from and coordinate with AIT, through its designated representative, the National Aeronautics and Space Administration (NASA), regarding NSPO's FORMOSAT-3 satellite system, to prevent unacceptable interference to the missions of AIT's designated representative, NASA, inclusive of the NASA FAST, GALEX, HESSI, ICESAT, SAMPEX, SWAS, TIMED, TRACE, and GLORY satellite systems, from NSPO's FORMOSAT-3 satellite system, from transmissions during normal operations of the FORMOSAT-3 satellite system and during "special uplink operations" performed by TECRO's designated representative, NSPO, for the FORMOSAT-3 satellite system.

Article II - Objectives

The broad objective of this Coordination Arrangement is to establish a framework to allow TECRO, through its designated representative, NSPO, to receive technical guidelines from and coordinate with AIT, through its designated representative, NASA, regarding NSPO's FORMOSAT-3 satellite system. The technical objectives of this Coordination Arrangement are:

- A.To provide technical guidelines regarding "special uplink operations" performed by TECRO's designated representative, NSPO, for the FORMOSAT-3 satellite system; and
- B.To provide technical guidelines that will prevent unacceptable

interference to the missions of AIT's designated representative, NASA.

Article III - Parameters

The FORMOSAT-3 satellite system of TECRO's designated representative, NSPO, is the third of six non-geostationary satellites in circular orbit with an altitude of 750 kilometers and 72 degrees inclination. The FORMOSAT-3 satellite system has downlinks in the 2213 - 2215 megahertz (MHz) band and uplinks in the 2039.468 - 2039.532 MHz band. Attachment 1 to this Coordination Arrangement contains the Advance Publication Information contained in the International Telecommunication Union (ITU) Ap4/V Forms for the FORMOSAT-3 satellite system. Any limitations on operations of the FORMOSAT-3 satellite system of TECRO's designated representative, NSPO, established in this Coordination Arrangement take precedence over those contained in Attachment 1. The earth station transmit antenna gains and locations of TECRO's designated representative, NSPO, are specified in Table 3-1. There are potential interference impacts in both the uplink and downlink directions with each of the satellite systems of AIT's designated representative, NASA, listed in Article I of this Coordination Arrangement.

Article IV - Normal FORMOSAT-3 Operations

TECRO, through its designated representative, NSPO, will ensure that the conditions specified under Paragraphs IV.1 and IV.2, below, will be met during normal operations of the FORMOSAT-3 satellite system, in order to ensure that the uplinks and downlinks of the FORMOSAT-3 satellite system will not exceed the ITU-Radiocommunication (ITU-R) Recommendation SA. 609-1 criteria and, thus, no unacceptable interference will occur to the satellite systems of AIT's designated representative, NASA:

IV.1 - Uplink

Uplink transmissions from each of the earth stations of TECRO's

designated representative, NSPO, will begin when the elevation angle from the earth station to the FORMOSAT-3 satellite is greater than or equal to 10 degrees, and the transmissions to the FORMOSAT-3 satellite will last for a maximum of three minutes for each pass of the FORMOSAT-3 satellite. Exceptions to this mode of operation are detailed in Article V.

The maximum uplink transmitted spectral power density for the earth stations of TECRO's designated representative, NSPO, will not exceed the values specified in Table 4.1-1.

IV.2 - Downlink

Downlink transmissions from the FORMOSAT-3 satellite of TECRO's designated representative, NSPO, will begin when the elevation angle from the earth station to the FORMOSAT-3 satellite is greater than or equal to 10 degrees; and the transmissions from the FORMOSAT-3 satellite will last for a maximum of four minutes for each pass of the FORMOSAT-3 satellite.

The downlink emission parameters of the FORMOSAT-3 satellite network of TECRO's designated representative, NSPO, will be in accordance with the values specified in the Advance Publication Information contained in Attachment 1. In accordance with Attachment 1, the maximum transmitted spectral power density of the FORMOSAT-3 satellite network will be -63.6 dBW/Hz; and the maximum transmit antenna gain will be 3.4 dBi.

Article V - FORMOSAT-3 "Special Uplink Operations"

There will be certain situations when the uplinks to the FORMOSAT-3 satellite of TECRO's designated representative, NSPO, will need to operate for longer than the three minutes for each pass of the FORMOSAT-3 satellite, as specified in Article IV.1. These occurrences will be rare, approximately once or twice per year, and will be for the purpose of uploading Global Positioning System (GPS) data to the FORMOSAT-3 satellite and will be performed using only the North Pole and Kiruna earth stations. It is anticipated that these uplinks will last for a

period of about one day during these operations. TECRO, through its designated representative, NSPO, will inform AIT, through its designated representative, NASA, of the details of these uplinks at least two weeks in advance of the scheduled time for the uplinks. AIT, through its designated representative, NASA, will contact TECRO, through its designated representative, NSPO, within at least five working days if there are any potential interference concerns with these uplinks. In the case that there are interference concerns, both TECRO, through its designated representative, NSPO, and AIT, through its designated representative, NASA, will, before such uplink operations take place, further coordinate these operations in order to avoid, if possible, any harmful interference to the satellite systems of AIT's designated representative, NASA.

Article VI - Choice of Law

The federal law applicable in the territory of the authorities represented by AIT governs this Coordination Arrangement for all purposes, including, but not limited to, determining the validity of the Coordination Arrangement, the meaning of its provisions, and the rights, obligations and remedies of the Parties.

Article VII - Financial Arrangements

The Parties and their designated representatives will each bear the costs of discharging their respective responsibilities. Further, it is understood that the ability of the Parties and their designated representatives to carry out their obligations is subject to the availability of appropriated funds.

Article VIII - Intellectual Property Rights and Transfer of Goods and Technical Data

A. AIT, through its designated representative, NASA, and TECRO, through its designated representative, NSPO, support the widest practicable and appropriate dissemination of

information resulting from activities undertaken pursuant to this Coordination Arrangement.

B.Nothing in this Coordination Arrangement shall be construed as granting or implying any rights to, or interest in, patents or inventions of the Parties, their designated representatives, or the contractors or subcontractors of the Parties of their designated representatives.

C.AIT is obligated to transfer, through its designated representative, NASA, only those technical data and goods necessary to fulfill its responsibilities and those of its designated representative, NASA, in implementation of this Coordination Arrangement in accordance with laws and regulations applicable in the territory of the authorities represented by NASA.

1.In the event AIT finds it necessary to transfer, through its designated representative, NASA, technical data in carrying out its responsibilities and those of its designated representative, NASA, in implementation of this Coordination Arrangement that are proprietary or subject to export control and for which protection is to be maintained, such technical data will be marked with a notice indicating that they shall be used and disclosed by TECRO, or its designated representative, NSPO, only for the purposes of fulfilling their responsibilities under this Coordination Arrangement, and that the technical data shall not be disclosed or retransferred to any other entity without prior written permission of the furnishing party. AIT agrees to abide by the terms of any similar such notice from TECRO, or its designated representative, NSPO, and to protect any such marked technical data from unauthorized use and disclosure and shall ensure that its designated representative, NASA, shall abide by the terms of any similar such notice from TECRO, or its designated representative, NSPO, and to protect any such marked technical data from unauthorized use and disclosure. Should AIT have need to transfer, through

its designated representative, NASA, a furnishing party's marked data or identified goods to institutions acting on AIT's behalf, or on behalf of its designated representative, NASA, or to contractors and/or subcontractors of AIT, or its designated representative, NASA, AIT, through its designated representative shall first obtain the written approval of the furnishing party, as applicable, and shall obtain the written agreement of the institution, contractor or subcontractor to abide by the terms of the furnishing party's or designated representative's marking or notice. Nothing in this Coordination Arrangement requires AIT, or its designated representative, NASA, to transfer technical data or goods contrary to national laws and regulations relating to export control or control of classified data applicable in the territory of the authorities represented by AIT.

- 2.The Parties and their designated representatives are under no obligation to protect any unmarked technical data or unidentified goods. However, all technical data and goods transferred under this Coordination Arrangement shall be used exclusively for the purpose of fulfilling the Parties' responsibilities under this Coordination Arrangement.

Article IX - TERM OF COORDINATION ARRANGEMENT

This Coordination Arrangement becomes effective upon the date of the last signature below and will remain in force until the FORMOSAT-3 satellite system is deactivated or until June 30, 2015, whichever is sooner; or until it is terminated by one Party providing written notice of its intention to terminate the Coordination Arrangement to the other Party, and contemporaneously, to such other Party's designated representative at least 90 days before the desired termination date. This Coordination Arrangement may be renewed or amended by mutual consent of the Parties.

Article X - CONSULTATION/SETTLEMENT OF DISPUTES

Under the above conditions, coordination between TECRO and its designated representative, NSPO, and AIT and its designated representative, NASA, for the FORMOSAT-3 satellite system and NASA's satellite systems operating in S-band, is complete. In the case that any harmful interference occurs during the normal operations of the FORMOSAT-3 satellite system of TECRO's designated representative, NSPO, to the satellite systems of AIT's designated representative, NASA, AIT through its designated representative, NASA, will inform TECRO through its designated representative, NSPO, about this interference and TECRO and AIT through their respective designated representatives will work together in good faith to resolve any interference problems.

FOR THE TAIPEI ECONOMIC
AND CULTURAL REPRESENTATIVE
OFFICE IN THE UNITED STATES

FOR THE AMERICAN INSTITUTE
IN TAIWAN

Deputy Representative

Barbara J. Schrage
Managing Director

Date

Date