

COOPERATION AGREEMENT

between the

International Telecommunication Union

and

the Bundesnetzagentur

to

assist the International Telecommunication Union (ITU) in performing measurements related to cases of harmful interference for which an administration is seeking the assistance of ITU and in performing measurements to verify the compliance of the technical characteristics of a space station in operation on the geostationary-satellite orbit with the characteristics recorded in the Master International Frequency Register (MIFR) or their conformity, where appropriate, with a plan

The International Telecommunication Union (hereinafter referred to as "ITU"), having its Headquarters at Place des Nations, Geneva, Switzerland represented by the Director of the Radiocommunication Bureau and

the Bundesnetzagentur, Tulpenfeld 4, 53113 Bonn, Germany, represented by its President,

hereinafter jointly referred to as the "Parties",

Recalling that the Constitution of ITU (No. 12) stipulates, in particular, that ITU shall "coordinate efforts to eliminate harmful interference between radio stations of different countries";

Recalling that the objectives of the ITU Radio Regulations (Nos. 0.7 and 0.8) are *inter alia* "to ensure the availability and protection from harmful interference of the frequencies provided for distress and safety purposes" and "to assist in the prevention and resolution of cases of harmful interference between the radio services of different administrations";

Recalling that the ITU Radio Regulations (No. 15.28) stipulate, in particular, that administrations undertake to act immediately when their attention is drawn to harmful interference on frequencies used for distress and safety and frequencies used for the safety and regularity of flight;

Recalling that the ITU Radio Regulations (No. 0.3) is founded on the principle that radio frequencies and any associated orbits, including the geostationary-satellite orbit, are limited natural resources to be used rationally, efficiently and economically;

Recalling that "to help ensure efficient and economical use of the radio-frequency spectrum and to help in the prompt elimination of harmful interference, administrations agree to continue the development of monitoring facilities and, to the extent practicable, to cooperate in the continued development of the international monitoring system" (Nos. 16.1 of the ITU Radio Regulations);

Recalling that "The international rights and obligations of administrations in respect of their own and other administrations' frequency assignments shall be derived from the recording of those assignments in the Master International Frequency Register... " (No. 8.1 of the ITU Radio Regulations);

Recalling that the Radiocommunication Bureau "...shall be solely responsible for maintenance of the Master Register..." (No. 13.4 of the ITU Radio Regulations);

Recalling that "Administrations shall, as far as they consider practicable, conduct such monitoring as may be requested of them by other administrations or by the Bureau" (No. 16.5 of the ITU Radio Regulations);

Recalling that the ITU Radio Regulations (No. 17.2) contains provisions relating to the prohibition and prevention of "the unauthorized interception of radiocommunications not intended for general use of the public";

Recalling that the ITU Radio Regulations (No. 17.3) contains provisions relating to the prohibition and prevention of the divulgence and disclosure of the contents of "publication or any use whatever...obtained by the interception of the radiocommunications mentioned in No. 17.2" of the ITU Radio Regulations;

Noting the desire and the ability of concerned administrations to assist ITU, through monitoring stations located within their jurisdiction, in ensuring compliance with the provisions cited above;

Have agreed on the following:

1. Objective and scope

1.1 The objective of this Cooperation Agreement is to establish the framework for the assistance provided to ITU by the Federal Republic of Germany by means of its space radio monitoring station Leeheim¹.

1.2 This Cooperation Agreement includes:

- A protocol dealing with assistance in the resolution of cases of harmful interference leading to a prompt resolution of the interference pursuant to Article 15 and No. 13.2 of the ITU Radio Regulations, as appropriate. This protocol is contained in Annex 1 to this Cooperation Agreement;
- A protocol dealing with a request by ITU for the provision of monitoring data in cases of reported interference arising out of coordination issues (ITU Radio Regulations Article 11, No.11.41). This protocol is contained in Annex 2 to this Cooperation Agreement;
- At the request of ITU, the provision of monitoring data concerning the spectrum used by satellites on the geostationary-satellite orbit (GSO) to ensure the compliance of the actual use with the information recorded by ITU in the MIFR or plans, as appropriate, with focus on the bringing into use and continuation of operation of GSO satellite frequency assignments;
- A list of elements to be collected for the purpose of comparing actual GSO occupancy with the information recorded by ITU. This list is contained in Annex 2 to this Cooperation Agreement.

¹ Monitoring stations operated by an administration or, in accordance with an authorization granted by the appropriate administration, by a public or private enterprise, by a common monitoring service established by two or more countries, or by an international organization (No. 16.2 of the ITU Radio Regulations).

2. Definitions

ITU	International Telecommunication Union represented, following signature of the Cooperation Agreement, by the Director of the Radiocommunication Bureau
Administration	Governmental department or service responsible for the monitoring station facilities
Station	The monitoring earth station located in Leeheim
Operator	Entity responsible for the monitoring measurement
Reference number	A unique task number, to be provided by the station carrying out the task at the request of ITU

3. Procedures

3.1 Placing orders

- 3.1.1 ITU can place orders via electronic mail to the station, in line with the tasks described in Section 1;
- 3.1.2 The station will acknowledge promptly to ITU via electronic mail the receipt of the order specifying the station's reference number and the expected commencement and duration of the task within the limits of available capacity;
- 3.1.3 Upon request by ITU, the station will provide a cost estimate.
- 3.1.4 The station will reply promptly to ITU if there are no capacities available.

3.2 Execution of orders

- 3.2.1 For the execution of orders the following rules shall apply regarding priority:
 - 3.2.1.1 Requests by ITU for measurements will be classed as priority 1 or 2 and within each class of priority will be processed in order of receipt;
 - 3.2.1.2 Requests pertaining to cases of harmful interference, including cases involving distress and safety of life services and frequencies used for the safety and regularity of flights in the aeronautical service, will be classed as priority 1;
 - 3.2.1.3 All other requests will be classed as priority 2;

3.2.1.4 The Operator will compile a final report and forward it directly to ITU.

3.3 Invoicing

After completion of an order the operator will invoice the ITU. The invoice is calculated on the basis of the personal and equipment costs, in accordance with Annex 3.)

3.4 Payments

- 3.4.1 If there are no objections (for example because of faulty measurements) against the invoice mentioned in Section 3.3, the ITU has to transfer the amount as soon as possible and at least within 45 days after receipt of the invoice into the account specified in the invoice.
- 3.4.2 The ITU will pay any bank charges due for remittances abroad.

3.5 Contact

- 3.5.1 Each Party will designate a focal point for coordination of all actions deemed necessary for due implementation of this Cooperation Agreement;
- 3.5.2 The initial contact with the Administration and the Operator of the monitoring facilities will be established by ITU;
- 3.5.3 Regarding requests for assistance on cases of harmful interference, once initial contact has been established in accordance with Section 3.5.2 above, information may be exchanged directly between the Station and the satellite operator whose services are receiving harmful interference.
- 3.5.4 Annex 4 contains the list of contacts.

4. Final provisions

4.1 Settlement of disputes

Any dispute arising from or relating to this Cooperation Agreement and its annexes shall be resolved amicably by direct negotiations between the Parties or by such other means as the Parties agree in writing.

4.2 Duration, termination and modification

- 4.2.1 This Cooperation Agreement is valid and effective for an indefinite period. It may, however, be terminated on the initiative of either Party by giving the other Party a written six-month prior notice.
- 4.2.2 In the event of termination, the necessary measures shall be taken by the Parties to ensure that such termination is not prejudicial to ongoing tasks undertaken within the framework of this Cooperation Agreement.
- 4.2.3 This Cooperation Agreement may only be modified by mutual written agreement signed by the Parties. Any such modification shall become an integral part of this Cooperation Agreement. Each Party will give full and sympathetic consideration to any proposal of modification made by the other Party.

5. Entry into force

This Cooperation Agreement will enter into force on the date on which it is signed by both Parties.

6. Privileges, immunities and facilities

- 6.1 ITU is an intergovernmental organization and a United Nations specialized agency and, as such, enjoys the privileges, immunities and facilities derived from this status, as recognized by the applicable international agreements and by relevant national laws.
- 6.2 Nothing in or resulting from this Cooperation Agreement shall be deemed a waiver, express or implied, of any of the privileges, immunities or facilities of ITU.

7. Entire Agreement: Annexes

- 7.1 This Cooperation Agreement, together with any and all of its annexes, represents the sole agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements, communications, negotiations or other arrangements, whether written or oral, between the Parties with respect to this subject matter.


7.2 Any and all annexes attached to this Cooperation Agreement shall form an integral part hereof. In the event of any conflict or discrepancy between this Cooperation Agreement, on the one hand, and any of its annexes, on the other hand, the terms and conditions of this Cooperation Agreement shall govern.

IN WITNESS WHEREOF, the Director of the Radiocommunication Bureau of ITU and the President of the Bundesnetzagentur, duly entitled to do so, have signed this Cooperation Agreement, in duplicate, in the English language. In the event that this Cooperation Agreement is signed on different dates, it will come into effect on the later date of signature.

For the International

For the Bundesnetzagentur

Telecommunication Union



François Rancy

Director

Radiocommunication Bureau



Jochen Homann

President

Bundesnetzagentur

30/5/2016

Date

03/08/2016

Date

Geneva

Place

Bonn

Place

Annex 1: Protocol for reporting and handling cases of harmful interference
(priority 1)

For reporting and handling cases of harmful interference, full particulars will be provided using the information and procedures contained in Report ITU-R SM.2181* on the Use of Appendix 10 of the Radio Regulations including geolocation information.

* Report ITU-R SM.2181 is available online at www.itu.int/pub/R-REP-SM.2181

Annex 2: Protocol dealing with compliance with the Master International Frequency Register (MIFR) and cases of interference arising out of coordination matters (priority 2)

To check, at the request of ITU, on the compliance with the data contained in the MIFR, the following example set of data may be used in part or in full, as appropriate.

Monitoring Request for a satellite in the GSO

Information on the satellite	
1. Name of the satellite	
2. ITU name of the satellite	
3. ITU notice id (ntc_id) of the satellite	
4. Commercial name (if any)	
5. Filing administration	
6. Nominal orbital location	
7. Details concerning the service area	
8. Assignments recorded in the MIFR for	
9. Service area in the downlink of	
10. Additional information on the satellite	The satellite may not be at the precise nominal orbital location. It may operate within the window of longitudinal tolerance of +/-0.1°. Also, an administration may operate within +/- 0.5° away from the nominal orbital location for temporary operational requirements under RR No.22.10.

Monitoring activity required	
1. The frequency bands to be monitored	[C, Ku and Ka band]
2. Aspects of interest	[Emissions from the satellite in any polarization]
3. Time for which monitoring is required	[After locating and identifying the satellite, monitoring is to be effected to assess the occupancy of the bands indicated above. The exercise may be repeated once more the next day. If no active transponder is found, even though the satellite is active, please contact BR for further instructions.]

Results are required in the following format

Date	Time of monitoring	Orbital location observed	Frequency band/assignments	Polarization H / V/ Circular
etc.	etc.	etc.	etc.	etc.

Annex 3: Hourly Rates for personnel costs and equipment costs

For measurements and the invoices according to Section 3 of the Cooperation Agreement the following rates apply:

(a) Personnel costs: 105 € (per hour begun)

(b) Equipment costs: 200 € (per hour begun)

No VAT is payable for the costs declared.

Annex 4: List of contacts

1. ITU focal point

ITU Radiocommunication Bureau CH-1211 Geneva 20 Switzerland	e-mail: phone:	Space.monitoring@itu.int brmail@itu.int +41 22 730 5536
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2. Bundesnetzagentur focal point

Bundesnetzagentur Referat 511 55122 Mainz Germany	e-mail: phone:	511.Postfach@BNetzA.DE +49 6131 18 5126
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3. The station

Bundesnetzagentur Satellitenmessstelle 64560 Riedstadt-Leeheim Germany	e-mail: phone:	space.monitoring@BNetzA.DE +49 6158 940-0
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