

## COOPERATION AGREEMENT

between the

International Telecommunication Union

and

the Authority of Radio Frequency Management

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 Authority of Radio Frequency Management (ARFM) of the Ministry of Information and Communications of Viet Nam, having headquarter at 115 Tran Duy Hung Street, Hanoi, Viet Nam, represented by its Director General,

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 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 Viet Tri city, Viet Nam
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

## 2 OBJECTIVE

The objective of this Cooperation Agreement is to establish the framework for the assistance provided to ITU by ARFM by means of its space monitoring earth station Viet Tri including but not limited to:

- performing measurements for the resolution of cases of harmful interference for which an administration is seeking the assistance of ITU;
- 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 with a world or regional allotment or assignment plan.

## 3 COOPERATION SCOPE

The Parties agree to exert reasonable efforts to cooperate in the activities as defined below in good faith:

### 3.1 AFRM will:

- (a) assist ITU in the resolution of cases of harmful interference leading to a prompt resolution of the interference. This protocol is contained in Annex 1 to this Cooperation Agreement;
- (b) provide monitoring data in response to a request from ITU in cases of reported interference arising out of coordination issues. This protocol is contained in Annex 2 to this Cooperation Agreement;
- (c) provide monitoring data in response to a request from ITU concerning the spectrum used by satellites on the geostationary-satellite orbit (GSO) to ensure the compliance of the actual use with 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 is contained in Annex 2 to this Cooperation Agreement.

### 3.2 ITU will:

Request for assistance in the resolution of harmful interference cases and for provision of monitoring data concerning interference arising out of coordination issues and concerning compliance of actual used GSO satellites spectrum with recorded information in MIFR. The requests will be given based on the procedures and provisions of the Radio Regulations in force.

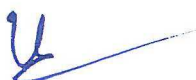
## 4 PROCEDURES

### 4.1 Placing orders

- 4.1.1 ITU can place orders via electronic mail to the station, in line with the tasks described in Sections 2 and 3, with copy to the Administration concerned;
- 4.1.2 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;
- 4.1.3 Upon request by ITU, the station will provide a cost estimate;
- 4.1.4 The station will reply promptly to the ITU if there is no capacity available.

### 4.2 Execution of orders

- 4.2.1 For the execution of orders the following rules shall apply regarding priority:




- 4.2.1.1 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;
- 4.2.1.2 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;
- 4.2.1.3 All other requests will be classed as priority 2;
- 4.2.1.4 The Operator will compile a final report and forward it directly to ITU.

#### 4.3 Contact

- 4.3.1 Each Party will designate a focal point for coordination of all actions deemed necessary for due implementation of this Cooperation Agreement;
- 4.3.2 The initial contact with the Administration and the Operator of the monitoring facilities will be established by ITU;
- 4.3.3 Regarding requests for assistance on cases of harmful interference, once initial contact has been established in accordance with §4.3.2 above, and subject to prior authorization by the Administration responsible for the station, information may be exchanged directly between the Station and the satellite operator whose services are receiving harmful interference.

### 5 FINAL PROVISIONS

#### 5.1 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.

#### 5.2 Duration, termination and modification

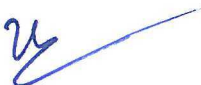
- 5.2.1 This Cooperation Agreement is valid and effective for an indefinite period. It may, however, be terminated on the initiative of either Party by giving the other Party a written six-month prior notice.
- 5.2.2 In the event of termination, the necessary measures shall be taken by the Parties to ensure that such termination is not prejudicial to ongoing tasks undertaken within the framework of this Cooperation Agreement.
- 5.2.3 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.

### 6 ENTRY INTO FORCE

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

### 7 PRIVILEGES, IMMUNITIES AND FACILITIES

- 7.1 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.
- 7.2 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.




**8 ENTIRE AGREEMENT**

- 8.1 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.
- 8.2 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 Director General of the Authority of Radio Frequency Management of the Ministry of Information and Communications of Viet Nam, 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  
Telecommunication Union



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François Rancy  
Director  
Radiocommunication Bureau

For the Authority of Radio Frequency  
Management – Viet Nam



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Doan Quang Hoan  
Director General  
Authority of Radio Frequency Management

11/11/2016

Date

Hanoi

Place

11.11.2016

Date

Hanoi

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.

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\* Report ITU-R SM.2181 is available online at: <http://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**

<b>Information on the satellite</b>	
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.

<b>Monitoring activity required</b>	
1. The frequency bands to be monitored	C and Ku bands
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.