
**PROCEDURE FOR THE NOTIFICATION OF
ASSOCIATION WITH THE INTERNATIONAL
COSPAS-SARSAT PROGRAMME
BY STATES NON-PARTY TO THE
COSPAS-SARSAT AGREEMENT**

**STANDARD LETTER OF NOTIFICATION OF
ASSOCIATION WITH THE INTERNATIONAL
COSPAS-SARSAT PROGRAMME
AS A GROUND SEGMENT PROVIDER**

**STANDARD LETTER OF NOTIFICATION OF
ASSOCIATION WITH THE INTERNATIONAL
COSPAS-SARSAT PROGRAMME
AS A USER STATE**

- NOTES -

These documents have been approved by the COSPAS-SARSAT Council at its Third Session (November 1989), and issued under reference CSC-3/OPN/SR/FINAL - Annex 4.

These documents were subsequently amended by the COSPAS-SARSAT Council at its Ninth Session (December 1992) and issued under reference CSC-9/OPN/SR/Annex 11. This amendment consists of the addition of a new paragraph "Noting that the Russian Federation..."

PROCEDURE FOR THE NOTIFICATION OF NON-PARTY STATES' ASSOCIATION WITH THE COSPAS-SARSAT PROGRAMME

The purpose of this document is to clearly specify the actions which the Signatory of the letter of Notification or the Depositaries of the International COSPAS-SARSAT Programme Agreement must carry out for implementing the association of Non-Party States with the COSPAS-SARSAT Programme.

1. Actions to be initiated by the Signatory

- 1.1 A State Non-Party to the International COSPAS-SARSAT Programme Agreement, desiring to associate itself formally with the COSPAS-SARSAT Programme, either as a Ground Segment Provider or as a User State, shall submit the appropriate standard letter to one of the Depositaries of the International COSPAS-SARSAT Programme Agreement. The standard letter shall be completed with required information regarding:
 - a) the Depositary of the Agreement to whom the letter is forwarded, either the Secretary General of IMO or the Secretary General of ICAO (paragraph 7.4);
 - b) the place and date of signature (closing paragraph);
 - c) the languages used for the notification (closing paragraph);
 - d) the title of the Signatory.
- 1.2 The letter should be one of the standard texts in English, French or Russian, approved by the COSPAS-SARSAT Council, accompanied if the Signatory so wishes, by an official translation in its own official language. Both texts shall be considered as equally authentic.
- 1.3 In case a Non-Party State would wish to amend the text of the standard letters, such amendments should be discussed and agreed with the Council prior to sending the amended text to one of the Depositaries.
- 1.4 The letter shall be signed by the Head of State, the Head of Government, the Minister of Foreign Affairs, or a Government Agency duly authorized for this purpose by one of the above mentioned authorities. In the last case, the notification shall be transmitted together with such authorization.
- 1.5 Prior to the entry into force of its association and in accordance with Paragraph 4 of the letter of Notification, the Signatory shall inform the COSPAS-SARSAT Parties through the Secretariat, of its designated Agency and representative in the meetings of the Programme. The designated Agency will be responsible for carrying out the Signatory's contributions to the System, defined in Paragraphs 2 and 3 of the letter of Notification and for its financial contribution to the common costs of the Programme pursuant to Paragraph 6 of the letter of Notification.

1.6 The designated representative of the Signatory will be the official point of contact for liaising with the COSPAS-SARSAT Parties' Representatives and the COSPAS-SARSAT Secretariat. Prior to each meeting of the programme, the designated representative shall inform the Secretariat of the composition of the Signatory's delegation attending the meeting.

2. Actions to be initiated by the Depositaries

2.1 Upon receiving a letter of Notification from a Non-Party State, the Depositary shall:

- a) ensure that the letter is in conformity with the approved standard texts in English, French or Russian and signed by the Head of State, the Head of Government, the Minister of Foreign Affairs or a Government Agency duly authorized for this purpose (in the last case the Notification shall be transmitted together with the appropriate authorization);
- b) in case the notification received is not the agreed standard text, ensure that the text of the notification has been agreed to by the COSPAS-SARSAT Council;
- c) inform each of the Parties and the second Depositary of the date of receipt of the letter of Notification and the date of entry into force of the Signatory's association with the COSPAS-SARSAT Programme and transmit a copy of the Notification to each of them;
- d) transmit a copy of this correspondence to the COSPAS-SARSAT Secretariat for its information;
- e) inform the Signatory of the date on which its association with the Programme will be effective.

2.2 In case two letters of Notification have been sent by the Signatory, one to each Depositary, the earliest date of receipt will be used to determine the effective date of association with the Programme.

2.3 Subsequent notifications by the Signatories (e.g. withdrawal) shall be processed, as in 2.1 or 2.2, by the Depositary who receives the notification.

ANNEXES :

- Annex 1 - Standard Letter of Notification of Association as a Ground Segment Provider.
Annex 2 - Standard Letter of Notification of Association as a User State.

**STANDARD LETTER OF NOTIFICATION
OF ASSOCIATION WITH THE INTERNATIONAL
COSPAS-SARSAT PROGRAMME
AS A GROUND SEGMENT PROVIDER**

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**LETTER OF 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 that the Russian Federation formally notified one of the Depositaries of the International COSPAS-SARSAT Programme Agreement on 6 January 1992 that it was maintaining all rights and obligations of the former Union of Soviet Socialist Republics in the International COSPAS-SARSAT Programme;

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 Organization and the International Telecommunication Union in their respective fields;

CONVINCED that a world-wide 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;

RECOGNIZING that it is therefore desirable that States non-Parties to the International COSPAS-SARSAT Programme Agreement cooperate 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 organization 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 Organization concerning search and rescue; and
- d) Cooperate with other national authorities and relevant international organizations 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) utilize 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 organization 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 cooperate 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 organization, 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 unilaterally its association.

- 7.3 The Signatory accepts that, unless terminated in accordance with paragraphs 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 Organization and the Secretary General of the International Maritime Organization; the Depositary referred to in this letter of notification is the Secretary General of 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 authorized, has signed this letter of notification.

DONE AT **this**
in the English and language(s), all texts being equally authentic, in one original sent to the Secretary General of
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For

**STANDARD LETTER OF NOTIFICATION
OF ASSOCIATION WITH THE INTERNATIONAL
COSPAS-SARSAT PROGRAMME
AS A USER STATE**

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**LETTER OF NOTIFICATION OF ASSOCIATION
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NOTING that the Russian Federation formally notified one of the Depositaries of the International COSPAS-SARSAT Programme Agreement on 6 January 1992 that it was maintaining all rights and obligations of the former Union of Soviet Socialist Republics in the International COSPAS-SARSAT Programme;

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 User States;

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 Organization and the International Telecommunication Union in their respective fields;

CONVINCED that a world-wide 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;

RECOGNIZING that it is therefore desirable that States non-Parties to the International COSPAS-SARSAT Programme Agreement cooperate 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,

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- "**Agency**" means an organization 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 Depositories of the Agreement of its association with the Programme as a User State.

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

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

- a) Support, by utilizing the System in conformity with the standards and procedures established for the Programme, the objectives of the International Maritime Organization and the International Civil Aviation Organization, concerning search and rescue; and
- b) Cooperate with other national authorities and relevant international organizations 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 a User State and shall utilize 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.
- 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 User States with the Programme, the Signatory shall assume the following responsibilities:
- a) to advise the Council or the competent international organization of its point of contact for distress alert purposes;
 - b) 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;
 - c) to maintain, as applicable, a radiobeacon register;
 - d) to exchange COSPAS-SARSAT data in a timely and non-discriminatory manner, in accordance with procedures agreed with the Council;
 - e) 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
 - f) 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 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 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 cooperate 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 organization, 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 User State 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 unilaterally its association.

7.3 The Signatory accepts that, unless terminated in accordance with paragraphs 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 Organization and the Secretary General of the International Maritime Organization; the Depositary referred to in this letter of notification is the Secretary General of
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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 authorized, has signed this letter of notification.

DONE AT **this**
in the English and language(s), all texts being equally authentic, in one
original sent to the Secretary General of
.....

For

Cospas-Sarsat Secretariat
700 de la Gauchetière West, Suite 2450, Montreal (Quebec) H3B 5M2 Canada
Telephone: +1 514 954 6761 Fax: +1 514 954 6750
Email: *mail@cospas-sarsat.int*
Website: *http://www.cospas-sarsat.org*
