

**RESOLUTION ON**  
**THE CEILING OF THE GENERAL BUDGET**

**Adopted at the 22nd Meeting of the EUMETSAT Council  
on 2 April 1993**

**The EUMETSAT Council,**

**RECALLING** the Council decision to keep the Member States' contributions to the General Budget within a multi-year ceiling of 24 MECU at 1989 economic conditions (ec) for the period 1990 - 1995,

**NOTING** that the increase of activities within the General Budget requires financial means exceeding the agreed ceiling,

**WELCOMING** the recommendation made by the AFG in order to solve the problem of the ceiling of the General Budget,

**AGREES:**

- I** That the ceiling of the General Budget of 24 MECU at 1989 ec for the time period 1990 - 1995 shall not be exceeded,
- II** That the cost of additional core activities not foreseen when establishing this ceiling shall be covered as far as possible by the General Budget within the agreed ceiling, through savings and available income,
- III** That the EUMETSAT Mission Control Centre as part of the new Headquarters building shall be funded by the MTP budget with an amount of 2.6 MECU at 1989 ec,
- IV** That a complementary amount not higher than 6.1 MECU at 1989 ec shall be prefinanced until the Council has identified further savings or decided to charge MSG, EPS, or finally the General Budget for the period starting 1996, with the amounts mentioned below under V and VI,
- V** To consider a contribution of MSG at the level of 2.5 MECU (1989 ec), after firm approval of this programme, in order to reduce the cost supported until then by the General Budget,
- VI** To consider a contribution of EPS programme at the level of 3.6 MECU (1989 ec), after firm approval of the full programme, in order to reduce the cost supported until then by the General Budget,
- VII** To amend the MTP and General Budget sections 1993 in accordance with the above.



**RESOLUTION ON**  
**CONTINGENCY MARGIN MANAGEMENT**  
**Adopted at the 23rd EUMETSAT Council Meeting**  
**on 28 - 30 June 1993**

**The EUMETSAT Council,**

**NOTING** the major contracts placed recently by EUMETSAT and the complexity and duration of these contracts,

**NOTING** that EUMETSAT can be expected to place even more contracts of this nature in the future,

**RECOGNISING** that EUMETSAT may need to change the contracts during their execution,

**BEING AWARE** that contract changes in some circumstances must be placed very quickly in order to minimise the cost-impact and to avoid delays,

**AGREES:**

- I** That contract changes to the extent possible shall be presented to Council for approval in advance, if need be by written procedure.
- II** That in case of urgent contract changes which cannot await prior Council approval, the following procedure will apply:
  - a) When a contract proposal making provision for potential changes to contracts within a given field of activity has been approved by Council.
  - b) The Director is authorised to place contract changes within the overall maximum amount included in the approved contract proposal, provided no change between successive meetings of Council exceeds 500 KECU on any contract.
  - c) Council shall receive a full explanation of such contract changes at each regular meeting.
  - d) Council will be presented with a new contract proposal when the funds of the earlier contract proposal have been exhausted.



**RESOLUTION ON**  
**ACCESSION OF AUSTRIA TO THE EUMETSAT CONVENTION**

**Adopted at the 23rd EUMETSAT Council Meeting  
on 28 - 30 June 1993**

**The EUMETSAT Council,**

**CONSIDERING** that, according to Article 15 of the EUMETSAT Convention, any State may accede to the said Convention following a decision of the Council taken in conformity with the provisions of Article 5.2 (a),

**CONSIDERING** the Invitation to Austria to accede to the EUMETSAT Convention expressed by the EUMETSAT Council in Resolution EUM/C/Res.VIII,

**RECALLING** that the EUMETSAT Council at its 5th meeting agreed to grant observer status to Austria, and that Austria has participated in the EUMETSAT Council meetings as an observer since December 1987,

**WELCOMING** the formal request by Austria to become a full member of EUMETSAT, expressed through the Austrian Minister for Foreign Affairs on 23 March 1993,

**CONVINCED** that this accession will contribute to the achievement of the objectives set out in the EUMETSAT Convention,

**HAVING REGARD** to Articles 15 and 16.4 of the EUMETSAT Convention,

**AGREES:**

- I** To the accession of Austria to the EUMETSAT Convention in accordance with Article 15.3 of the EUMETSAT Convention;
- II** To approve the accession agreement attached and to authorise the Director to sign it;
- III** To fix, in accordance with Article 16.5 of the EUMETSAT Convention, the payment to be made by Austria with regard to the investments already made for setting up the initial system as described in Annex I to the Convention at 6 MECU;
- IV** To amend Annex II to the Convention as follows:



**ATTACHMENT TO RESOLUTION ON  
THE ACCESSION OF AUSTRIA TO THE EUMETSAT CONVENTION**

**Annex II to the Convention shall be replaced by the following<sup>1</sup> :**

**ANNEX II : FUNDING OF THE PROGRAMMES**

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<sup>1</sup> **With the understanding that this amendment can only enter into force for those chapters which have already been approved.**

## CHAPTER A

### THE METEOSAT OPERATIONAL PROGRAMME

#### 1 OVERALL ENVELOPE

The overall envelope for the initial system described in Annex I is estimated at 400 million accounting units (MAU) (mid-1982 prices and 1983 conversion rates) over the period 1983 to 1995, broken down as follows:

- Maximum amount of expenditure incurred by the Agency: 378 MAU
- EUMETSAT Secretariat (10.5 years): 10 MAU
- EUMETSAT contingency margin: 12 MAU

#### 2 SCALE OF CONTRIBUTIONS

The Member States shall contribute to the remaining expenditure of the METEOSAT Operational Programme including costs of the Secretariat associated with this programme and the contingency associated with this programme as of 1 January 1987 in accordance with the following scale of contributions:

MEMBER STATES	CONTRIBUTIONS (%)
<b>as of 1 January 1994</b>	
AUSTRIA	0.60
BELGIUM	4.37
DENMARK	0.58
FINLAND	0.35
FRANCE	25.45
GERMANY	26.23
GREECE	0.30
IRELAND	0.11
ITALY	11.93
NETHERLANDS	2.98
NORWAY	0.50
PORTUGAL	0.30
SPAIN	5.21
SWEDEN	0.92
SWITZERLAND	3.01
TURKEY	0.50
UNITED KINGDOM	16.66
<b>TOTAL</b>	<b>100.00</b>



## CHAPTER B

### THE GENERAL BUDGET

#### 1 FUNDING

Part of the General Budget is funded until 1995 by regular transfer from the MOP budget to cover part of the cost of the Secretariat. The remaining financial envelope of the General Budget is subject to a multi-year ceiling agreed by the Council. This part of the General Budget is funded by the Member States in accordance with the following scale of contributions.

#### 2 SCALE OF CONTRIBUTIONS

The Member States shall contribute to the General Budget in accordance with the following scale of contributions:

MEMBER STATES	CONTRIBUTIONS (%)
AUSTRIA	2.23
BELGIUM	2.70
DENMARK	1.76
FINLAND	1.84
FRANCE	16.79
GERMANY	22.29
GREECE	0.95
IRELAND	0.54
ITALY	15.46
NETHERLANDS	4.03
NORWAY	1.47
PORTUGAL	0.86
SPAIN	6.96
SWEDEN	3.20
SWITZERLAND	3.33
TURKEY	1.50
UNITED KINGDOM	14.09
<b>TOTAL</b>	<b>100.00</b>

The basis for the calculation of the contributions is the Gross National Product statistics issued by the OECD. The current scale of contributions is based on the reference period 1989-1991, applicable for the period 1994-1996. The scale will be updated in tri-annual intervals, starting 1 January 1997.

## CHAPTER C

### METEOSAT TRANSITION PROGRAMME

#### 1 FINANCIAL ENVELOPES

The first slice of activities defined in Annex 1, Chapter C ("Meteosat Transition Programme") will have a financial envelope of 110 MECU at 1989 economic conditions. The overall programme envelope (first + second slices) shall not exceed 280 MECU at 1989 economic conditions.

#### 2 SCALE OF CONTRIBUTIONS

The Member States shall contribute to the Meteosat Transition Programme Budget in accordance with the following scale of contributions:

MEMBER STATES	CONTRIBUTIONS (%)
AUSTRIA	2.23
BELGIUM	2.70
DENMARK	1.76
FINLAND	1.84
FRANCE	16.79
GERMANY	22.29
GREECE	0.95
IRELAND	0.54
ITALY	15.46
NETHERLANDS	4.03
NORWAY	1.47
PORTUGAL	0.86
SPAIN	6.96
SWEDEN	3.20
SWITZERLAND	3.33
TURKEY	1.50
UNITED KINGDOM	14.09
<b>TOTAL</b>	<b>100.00</b>

The basis for the calculation of the contributions is the Gross National Product statistics issued by the OECD. The current scale of contributions is based on the reference period 1989-1991 applicable for the period 1994-1996. The scale will be updated in tri-annual intervals, starting 1 January 1997.

**CHAPTER D**

**MSG PREPARATORY PROGRAMME**

**1 FINANCIAL ENVELOPE**

The budgetary envelope for the MSG/PP Programme is fixed at 4.2 MECU at 1991 economic conditions for the financial years 1991, 1992, 1993 and 1994.

**2 SCALE OF CONTRIBUTIONS**

The Member States shall contribute to the Meteosat Second Generation Preparatory Programme in accordance with the following scale of contributions:

<b>MEMBER STATES</b>	<b>CONTRIBUTIONS (%)</b>
AUSTRIA	2.23
BELGIUM	2.70
DENMARK	1.76
FINLAND	1.84
FRANCE	16.79
GERMANY	22.29
GREECE	0.95
IRELAND	0.54
ITALY	15.46
NETHERLANDS	4.03
NORWAY	1.47
PORTUGAL	0.86
SPAIN	6.96
SWEDEN	3.20
SWITZERLAND	3.33
TURKEY	1.50
UNITED KINGDOM	14.09
<b>TOTAL</b>	<b>100.00</b>

The basis for the calculation of the contributions is the Gross National Product statistics issued by the OECD. The current scale of contributions is based on the reference period 1989-1991 applicable for the period 1994-1996. The scale will be updated in tri-annual intervals, starting 1 January 1997.

## CHAPTER E

### METEOSAT SECOND GENERATION PROGRAMME

#### 1 FINANCIAL ENVELOPE

The first slice of activities defined in Annex 1, Chapter E ("Meteosat Second Generation") will have a financial envelope of 352 MECU at 1992 economic conditions. The overall programme ceiling (first and second slice) shall not exceed 1035 MECU at 1992 economic conditions.

#### 2 SCALE OF CONTRIBUTIONS

The Member States shall contribute to the Meteosat Second Generation Programme Budget in accordance with the following scale of contributions:

MEMBER STATES	CONTRIBUTIONS (%)
AUSTRIA	2.23
BELGIUM	2.70
DENMARK	1.76
FINLAND	1.84
FRANCE	16.79
GERMANY	22.29
GREECE	0.95
IRELAND	0.54
ITALY	15.46
NETHERLANDS	4.03
NORWAY	1.47
PORTUGAL	0.86
SPAIN	6.96
SWEDEN	3.20
SWITZERLAND	3.33
TURKEY	1.50
UNITED KINGDOM	14.09
<b>TOTAL</b>	<b>100.00</b>

The basis for the calculation of the contributions is the Gross National Product statistics issued by the OECD. The current scale of contributions is based on the reference period 1989-1991 applicable for the period 1994-1996. The scale will be updated in tri-annual intervals, starting 1 January 1997.

Possible cost overruns up to 10% of the financial envelope of the 1st slice and overall programme ceiling may be approved by Council by a vote representing at least two thirds of the Member States present and voting, representing also at least two-thirds of the total amount of contributions.

## CHAPTER F

### EUMETSAT POLAR SYSTEM PREPARATORY PROGRAMME (EPS/PP)

#### 1 FINANCIAL ENVELOPE

The budgetary envelope for the EPS/PP is estimated at 30 MECU at 1993 economic conditions.

#### 2 SCALE OF CONTRIBUTIONS

The Member States shall contribute to the EPS/PP Budget in accordance with the following scale of contributions:

MEMBER STATES	CONTRIBUTIONS (%)
AUSTRIA	2.23
BELGIUM	2.70
DENMARK	1.76
FINLAND	1.84
FRANCE	16.79
GERMANY	22.29
GREECE	0.95
IRELAND	0.54
ITALY	15.46
NETHERLANDS	4.03
NORWAY	1.47
PORTUGAL	0.86
SPAIN	6.96
SWEDEN	3.20
SWITZERLAND	3.33
TURKEY	1.50
UNITED KINGDOM	14.09
<b>TOTAL</b>	<b>100.00</b>

The basis for the calculation of the contributions is the Gross National Product statistics issued by the OECD. The current scale of contributions is based on the reference period 1989-1991 applicable for the period 1994-1996. The scale will be updated in tri-annual intervals, starting 1 January 1997.



**DRAFT**

**AGREEMENT**

**BETWEEN THE GOVERNMENT OF THE REPUBLIC OF AUSTRIA  
AND THE EUROPEAN ORGANISATION FOR THE EXPLOITATION  
OF METEOROLOGICAL SATELLITES (EUMETSAT)**

**CONCERNING THE ACCESSION OF AUSTRIA  
TO THE CONVENTION FOR THE ESTABLISHMENT OF A  
EUROPEAN ORGANISATION FOR THE EXPLOITATION  
OF METEOROLOGICAL SATELLITES (EUMETSAT)  
AND RELATED TERMS AND CONDITIONS**

The Government of the Republic of Austria (hereinafter referred to as "Austria")

and

the European Organisation for the Exploitation of Meteorological Satellites, created by the Convention opened for signature in Geneva on 24 May 1983 and which entered into force on 19 June 1986 (hereinafter referred to as "EUMETSAT"),

**CONSIDERING** that, according to Article 15 of the EUMETSAT Convention, any State may accede to the said Convention following a decision of the Council taken in conformity with the provisions of Article 5.2(a),

**CONSIDERING** that Austria has applied to become a full member of EUMETSAT, and that the Council of EUMETSAT in the past has pronounced itself in favour of the accession of Austria (EUMETSAT Council Resolution EUM/C/Res. VIII),

**RECALLING** that the EUMETSAT Council at its 5th meeting on 16 and 17 September 1987 agreed to grant observer status to Austria, and that Austria has participated in the EUMETSAT Council meetings as an observer since December 1987,

**TAKING INTO ACCOUNT** that the EUMETSAT Council at its 15th meeting on 4 and 5 June 1991 recommended the Member States to accept Amendments to the Convention as proposed in the "Amending Protocol", attached to Resolution EUM/C/Res. XXXVI,

**CONVINCED** that this accession will contribute to the achievement of the objectives set out in the EUMETSAT Convention,

**HAVING REGARD** to Articles 15 and 16.4 of the EUMETSAT Convention,

**HAVE AGREED AS FOLLOWS:**

### **ARTICLE 1**

Austria accedes to the EUMETSAT Convention in accordance with Article 15.3 of the EUMETSAT Convention.

### **ARTICLE 2**

- 1 As from the date of accession, the provisions of the EUMETSAT Convention and all EUMETSAT rules, together with all decisions taken by the Council, including all EUMETSAT programmes (METEOSAT Operational Programme, General Budget, METEOSAT Transition Programme, MSG Preparatory Programme, METEOSAT Second Generation Programme and EUMETSAT Polar System Preparatory Programme) shall be binding for Austria.

Austria shall be placed in the same situation as the other Member States with regard to decisions, rulings, resolutions or any other acts made by the Council or by any subordinate body and with regard to any Agreement concluded by EUMETSAT. Therefore, Austria shall abide by the principles and policies stemming therefrom, and shall whenever necessary take appropriate measures to ensure their full implementation.

- 2 Austria shall at the same time as the accession ratify the Amending Protocol to the EUMETSAT Convention attached to Resolution EUM/C/Res. XXXVI [it being noted that this Amending Protocol has not yet entered into force].
- 3 Austria shall accede to the EUMETSAT Protocol on Privileges and Immunities, which was opened for signature on 1 December 1986 and entered into force on 5 January 1989, at the same time as the accession to the EUMETSAT Convention.
- 4 Austria shall take all the appropriate measures to adapt its internal legislation and rules to the rights and obligations resulting from its accession to EUMETSAT.

### **ARTICLE 3**

- 1 In accordance with Article 16.5 of the EUMETSAT Convention, Austria shall make a special payment to EUMETSAT of 6 million ECU. This payment shall be made not later than 30 days after the date of deposit of its instrument of accession.
- 2 No further payments will be requested from Austria for the period up to the end of 1993.



**ARTICLE 4**

- 1 Austria shall with regard to the provision of Article 3.2 start to contribute to the EUMETSAT annual budget as from 1 January 1994.
- 2 Austria shall acquire full voting rights at the EUMETSAT Council from the date of deposit of its instrument of accession.

**ARTICLE 5**

- 1 The present Agreement shall enter into force upon signature of both Parties.
- 2 In accordance with its Article 16.4, the EUMETSAT Convention shall become effective for Austria on the date when its instrument of accession is deposited with the Depositary of the Convention, the Government of the Swiss Confederation.

Done in ..... on .....

in two originals, in the German, English and French languages, all texts being equally authentic.

For the Government of the  
Republic of Austria

For the European Organisation for the  
Exploitation of Meteorological Satellites  
(EUMETSAT)



**RESOLUTION ON**  
**A COOPERATION AGREEMENT WITH ESA**  
**REGARDING THE METEOSAT SECOND GENERATION PROGRAMME**

**Adopted at the 24th Meeting of the EUMETSAT Council**  
**on 23 - 25 November 1993**

**The EUMETSAT Council,**

**RECALLING** the Resolution EUM/C/92/Res.VI, which defines the contents of the EUMETSAT MSG programme,

**RECALLING** its decision to rely on ESA for the development of the prototype MSG satellite (MSG 1),

**RECALLING** the intention of ESA to fund the MSG satellite development work with a fixed financial contribution from EUMETSAT and to establish a corresponding MSG programme,

**NOTING** the need to agree a Cooperation Agreement with ESA covering payment of the fixed EUMETSAT contribution and ensuring full coordination of the separate MSG programmes of EUMETSAT and ESA,

**NOTING** the need for technical cooperation between ESA and EUMETSAT in particular to ensure coherence between the space and the ground segments, and to monitor the impact of the prototype on follow-on satellites (see EUM/C/93/75),

**AGREES:**

- I** That the Director is authorised to sign the Cooperation Agreement as set out in Annex I to this Resolution,
- II** That the Director should be satisfied that EUMETSAT will have adequate participation on the technical level in the ESA Programme before signing the Cooperation Agreement,
- III** That the signature by the Director shall be subject to the full approval of the EUMETSAT MSG programme.



**DRAFT  
AGREEMENT  
BETWEEN  
THE EUROPEAN ORGANISATION FOR THE EXPLOITATION OF  
METEOROLOGICAL SATELLITES  
AND  
THE EUROPEAN SPACE AGENCY  
CONCERNING  
THE METEOSAT SECOND GENERATION SYSTEM**

**Issue: 4  
Date: 22.11.1993**

The European Organisation for the Exploitation of Meteorological Satellites established by the Convention opened for signature in Geneva on 24 May 1983 and entered into force on 19 June 1986 (hereinafter referred to as "EUMETSAT")

and

The European Space Agency established by the Convention opened for signature in Paris on 30 May 1975 and entered into force on 30 October 1980 (hereinafter referred to as "ESA"),

**RECALLING** that EUMETSAT's mission includes the establishment, maintenance and exploitation of European systems of operational meteorological satellites,

**RECALLING** that ESA's mission is to provide for and to promote, for exclusively peaceful purposes, cooperation among European States in space research and technology and their space applications, with a view to their being used for scientific purposes and for operational space applications systems,

**RECALLING** that the development of the first generation of Meteosat satellites was carried out by ESA and has led to the establishment of EUMETSAT for exploiting operational meteorological satellites,

**RECALLING** the fruitful cooperation between ESA and EUMETSAT in the Meteosat Operational Programme (MOP) and in the Meteosat Transition Programme (MTP) in which ESA acts as procurement agent to procure the satellites and (in the case of MOP) to launch and operate them,

**RECALLING** the Resolution on the Implementation of the European Long-Term Space Plan and Programmes (ESA/C-M/CIV/Res. 1 (Final)) adopted on 10 November 1992 by the ESA Council meeting at Ministerial level and in particular its chapters IV B and V,

**RECALLING** the Resolution on the EUMETSAT Meteosat Second Generation Programme (EUM/C/92/Res.VI, presented to the EUMETSAT Council for adoption at the 21st meeting on 23-25 November 1992,

**RECALLING** the Resolution adopted by the ESA Council on 15 December 1992 accepting that the ESA Meteosat Second Generation programme be undertaken within the framework of the Agency (ESA/C/CV/Res.5 (Final)),

**RECOGNISING** the advances in technology since the establishment of the Meteosat Operational Programme and subsequently the Meteosat Transition Programme,

**CONSIDERING** the need to maintain continuity of meteorological observations from geostationary orbit,

**CONSIDERING** the benefit to meteorological measurement techniques of utilising advanced technology on a second generation meteorological satellite series in geostationary orbit,

**NOTING** that ESA is implementing the ESA Meteosat Second Generation programme to develop a prototype satellite becoming the first in the series of Meteosat Second Generation satellites, in accordance with the terms of the Declaration [ESA/PB-EO/.../Dec. 1 (Final)],

**NOTING** that EUMETSAT is implementing the EUMETSAT Meteosat Second Generation programme, itself consisting of two slices, a Demonstration slice and an Operational slice, leading to a Meteosat Second Generation System comprising a ground segment, three satellites, their launches and in-orbit commissioning, and operations of the System until 2012,

**HAVING REGARD** to the frame contract on Ariane Procurement signed by Arianespace and EUMETSAT on ...

**HAVING REGARD** to Article XIV. 1 of the ESA Convention and Article 3 of the EUMETSAT Convention,

**HAVE AGREED AS FOLLOWS:**

## **ARTICLE 1**

### **Purpose**

1. The purpose of this Agreement is to define the terms of cooperation between EUMETSAT and ESA relating to the establishment of the Meteosat Second Generation System which aims to fulfil the mission objectives as outlined in the document EUM/C/92/49,[rev....], Annex II, which ESA has received and acknowledged.
2. In particular, it defines the terms governing:
  - a) the coordination of and interfaces between the ESA Meteosat Second Generation programme and the EUMETSAT Meteosat Second Generation programme with a view to launching the prototype satellite in the year 2000 at the latest to ensure a coherent establishment of the Meteosat Second Generation System;
  - b) the EUMETSAT financial contribution to the ESA Meteosat Second Generation programme; and
  - c) other connected matters.

## **ARTICLE 2**

### **ESA Activities**

1. ESA, within its Meteosat Second Generation programme, will undertake to develop and deliver the prototype Meteosat Second Generation satellite, in accordance with the requirements agreed with EUMETSAT and which are defined in the programme proposal (ESA/PB-EO(92)57, rev.2), which EUMETSAT has received and acknowledged.
2. ESA within its Meteosat Second Generation programme will also:
  - a) provide man-power support to the launch campaign,
  - b) provide man-power support to EUMETSAT for the launch and early orbit phase (LEOP) and the in-orbit commissioning,
  - c) provide general post-launch man-power support to EUMETSAT for up to 6 months after successful launch.
3. ESA will be the procurement agent for the further MSG satellites if so requested by EUMETSAT in accordance with Article 10.
4. ESA rules and regulations will apply to the execution of the ESA Meteosat Second Generation programme.

## **ARTICLE 3**

### **EUMETSAT Activities**

1. EUMETSAT, within the Demonstration slice of its Meteosat Second Generation programme will:
  - a) undertake to develop the ground segment and provide the launch for the prototype Meteosat Second Generation satellite, commission the satellite in-orbit and operate the satellite and ground segment for a 6 month period following launch,
  - b) make a fixed financial contribution to the ESA programme in accordance with the provisions of Article 5.



2. EUMETSAT, within the Operational slice of its Meteosat Second Generation programme, will undertake to procure and launch further MSG satellites and provide system operations beyond 6 months after the successful launch of the prototype satellite.
3. EUMETSAT rules will apply to the execution of the EUMETSAT Meteosat Second Generation programme.

#### **ARTICLE 4**

##### **Launcher Procurement**

EUMETSAT has selected the Ariane launcher for the satellites of the MSG system as set out in the afore-mentioned framework contract between EUMETSAT and Arianespace.

#### **ARTICLE 5**

##### **EUMETSAT Contribution to the ESA Programme**

1. EUMETSAT will make a fixed financial contribution to the ESA Meteosat Second Generation programme of 162 million European Currency Units (MECU), at 1992 economic conditions, which for purposes of this Agreement are considered to be equivalent to 162 million accounting units (MAU) at 1992 prices and 1993 conversion rates.
2. The EUMETSAT contribution will be paid according to the following schedule (MECU at 1992 economic conditions):

1993	1994	1995	1996	1997	1998	1999	2000	TOTAL
3	33	44	45	38	11	1	-13	162

3. The annual contributions from 1993-1999 will be called up by ESA and will be paid by EUMETSAT according to the following schedule:
  - 1993:
    - 100% upon signature of this Agreement
  - for 1994-1999:
    - 40% on 31 January;
    - 40% on 30 June;
    - 20% on 31 October.

4. An amount of 13 MECU (at 1992 economic conditions) will be paid in 2000 by ESA to EUMETSAT according to the following schedule:
  - 40% on 31 January 2000
  - 40% on 30 June 2000
  - 20% on 31 October 2000
5. In the event of late receipt of the 1993-1999 EUMETSAT contributions, ESA will have the right to take out loans at EUMETSAT's expense according to Article 9 of the ESA Financial Rules.
6. In the event of late receipt of the year 2000 ESA payment, EUMETSAT will have the right to take out loans at ESA's expense according to Article 12 of the EUMETSAT Financial Rules.

## **ARTICLE 6**

### **Procurement Policy**

1. In applying its procurement policy, ESA will aim to use the EUMETSAT contribution to the ESA MSG programme to optimise cost efficiency and to minimise the recurrent costs which will be borne by EUMETSAT in the further establishment of the MSG system.

## **ARTICLE 7**

### **Co-ordination**

1. In order to ensure an effective performance of the respective ESA and EUMETSAT activities in Articles 2 and 3 above and with particular regard to the technical interfaces between these activities, addressed below in Article 8, the Parties will ensure close coordination.
2. Each Party will manage and have full responsibility over its respective programme.
3. Both Parties recognise the need for optimising the technical and schedule efficiency of and minimising the cost of the Meteosat Second Generation System and will take the appropriate measures in implementing their activities.
4. While the respective programme management structures remain independent, each Party agrees to consult with the other Party on matters under its control which may affect the implementation of the other Party's activities.

5. EUMETSAT will have observer status in the ESA Earth Observation Programme Board and its advisory group(s) when dealing with matters relating to the ESA Meteosat Second Generation programme.
6. ESA will have observer status in the EUMETSAT Council and its technical advisory group(s) when dealing with matters relating to the EUMETSAT Meteosat Second Generation programme.

## **ARTICLE 8**

### **Implementation**

1. Each Party will nominate a Project Manager responsible for the implementation of its own programme.
2. The two Project Managers will jointly establish the necessary technical documents associated with the interfaces of the ESA and EUMETSAT activities leading to the Meteosat Second Generation System. These documents will include:
  - a) a project implementation plan covering, inter alia:
    - definition of the services, equipment and technical documents to be exchanged by the two Parties,
    - participation in the activities, reviews and meetings of the other Party,
    - associated project schedules.
  - b) the satellite to ground segment technical interface;
  - c) the satellite launcher technical interface;
  - d) the modalities to permit satellite to ground compatibility testing prior to launch;
  - e) the modalities to permit in-orbit commissioning subsequent to launch.
3. Before the end of Phase B System Definition, a technical presentation to Delegations will jointly be given by ESA/EUMETSAT in order to demonstrate that the System Design will meet the System Requirements derived from the Mission Objectives.
4. In the event of major technical, schedule or other difficulties arising, which have an impact on at least one of the Parties and which cannot be resolved between the two project managers, the matter will be brought to a higher management level for a resolution which preserves the balance of the obligations in this agreement.

## **ARTICLE 9**

### **Undertaking of the Parties**

1. The activities described to be undertaken by the two parties will be carried out on a "best efforts" basis, except where otherwise provided.

## **ARTICLE 10**

### **Other Activities**

1. EUMETSAT may request support from ESA for any of the EUMETSAT activities of Article 3 or any further related activities. ESA agrees to consider any such request. Any agreement to provide such support will be covered either by an amendment to this Agreement or by a further Agreement as appropriate.

## **ARTICLE 11**

### **Ownership of the prototype and data**

1. EUMETSAT will become the owner of the prototype satellite developed under the ESA Meteosat Second Generation programme. EUMETSAT will notify the Secretary General of the United Nations of the launch of the MSG prototype satellite in accordance with the Convention on registration of objects launched into outer space, opened for signature in New-York on 14 January 1975.
2. Other equipment procured under the ESA Meteosat Second Generation programme in Article 2 above which may be of use on any further Meteosat Second Generation satellite procurements will be made available to EUMETSAT as appropriate.
3. EUMETSAT, as owner of the prototype satellite, will have the ownership to all data and products generated by the Meteosat Second Generation satellite.
4. EUMETSAT will provide satellite data from the Meteosat Second Generation System to ESA free of charge for ESA's own requirements in the field of space research and technology.

## ARTICLE 12

### Intellectual Property Rights

1. ESA grants a licence to EUMETSAT, including the right to grant sub-licences, without prejudice to third party rights, on any technology, whether or not it is protected by Intellectual Property Rights, developed under its MSG activities. This licence is granted for EUMETSAT's purposes within satellite meteorology and to facilitate the exploitation of the prototype satellite and the Meteosat Second Generation System by EUMETSAT.
2. When placing contracts, ESA will secure for EUMETSAT the same rights as are granted to ESA under the General clauses and conditions for ESA contracts.
3. ESA retains the rights to use Intellectual Property Rights (or any technology as described above) acquired under its activities for its own purposes in space research and technology.

## ARTICLE 13

### Information Release and Credits

1. Each Party may release to the public information regarding the activities of this agreement and its implementation, after ensuring that this information is fairly and accurately represented, in particular in respect of the roles of the two Parties.
2. ESA and EUMETSAT will acknowledge each other's role in developing the Meteosat Second Generation System, in particular in relations with the media.

## ARTICLE 14

### Liability

1. Each Party will bear the cost of compensation for damage or injury of any kind suffered by its personnel or property within the framework of the execution of this Agreement except in cases of gross negligence or wilful act or omission by one of the Parties.
2. Each Party will be liable to third parties for damage or injury attributable to the execution of its responsibilities under this Agreement.

## **ARTICLE 15**

### **Settlement of Disputes**

1. Any dispute in the interpretation or implementation of the terms of this Agreement will be referred to the Director of EUMETSAT and the Director General of ESA for settlement.
2. Any dispute which cannot be settled amicably will, at the request of either Party, be submitted to an arbitration tribunal. The Party which intends to submit the dispute to arbitration will notify the other Party.
3. The arbitration tribunal will consist of three members: one arbitrator designated by EUMETSAT, one arbitrator designated by ESA and a third arbitrator designated by the first two arbitrators and who will act as chairman. Should the first two arbitrators be unable to agree on the third within two months from their nomination, the latter will be designated at the request of either Party by the President of the International Court of Justice or, if there is no agreement between the Parties, by the Secretary General of the Permanent Court of Arbitration. Should one of the first two arbitrators not be designated within two months from the request of a Party for arbitration, he will, on the request of either Party, be nominated by the President of the International Court of Justice or, if there is- no agreement between the Parties, by the Secretary General of the Permanent Court of Arbitration.
4. The arbitration tribunal will determine its seat and its procedure.
5. The decision of the arbitration tribunal will be determined by a majority vote. The award will be final and binding on the Parties.

## ARTICLE 16

### Entry into Force, Duration and Amendments

1. This Agreement will enter into force upon signature by both Parties.
2. This Agreement will remain in force for the period covering the duration of the development, demonstration and operations of the Meteosat Second Generation System.
3. EUMETSAT and ESA may revise the provisions of this Agreement by mutual accord. Amendments will take effect on the date of signature of these amendments.

Done at                      on

in two originals in the English, French and German languages, each being equally authoritative for the purpose of interpretation.

For EUMETSAT              For the European Space Agency





**RESOLUTION ON**  
**THE ENTRY INTO FORCE OF THE**  
**METEOSAT SECOND GENERATION PROGRAMME**

**Adopted at the 24th Meeting of the EUMETSAT Council**  
**on 23 - 25 November 1993**

**The EUMETSAT Member States,**

**RECALLING** the Resolution EUM/C/92/Res.VI unanimously adopted at the 24th Council on 23 - 25 November 1993,

**RECALLING** the Resolution EUM/C/93/Res.V authorising the Director of EUMETSAT to sign the Cooperation Agreement with ESA,

**NOTING** that the votes of Greece, Italy, the United Kingdom and Spain are conditional with regard to the finalisation of national approval procedures,

**EXPECTING** that the delegations of Greece, United Kingdom and Spain will be able to lift their ad referendum within a short period of time,

**BEARING IN MIND** that all Member States have voted in favour of the MSG programme,

**AGREE:**

- I** that the necessary activities under the EUMETSAT MSG Programme will start as soon as the ESA programme has been established and that EUMETSAT, as a consequence, will pay the full 1993 and 1994 instalments of the fixed contribution to ESA,
- II** that Greece, Italy, United Kingdom and Spain will be legally obliged to contribute financially to the Programme only after finalisation of national approval procedures, and that their contribution would only become due then,
- III** that if Greece, Italy, United Kingdom or Spain would not be in a position to confirm finalisation of national approval procedures by 1 June 1994 at the latest, those Member States who have agreed unconditionally to contribute to the programme will decide on the action to be taken,
- IV** that in the budget 1994 an amount corresponding to the contribution from Greece, Italy, United Kingdom and Spain is blocked until the finalisation of national approval procedures has been notified to the EUMETSAT Secretariat.



**RESOLUTION ON**  
**THE ENTRY INTO FORCE OF THE**  
**EUMETSAT POLAR SYSTEM PREPARATORY PROGRAMME**

**Adopted at the 24th Meeting of the EUMETSAT Council**  
**on 23 - 25 November 1993**

**The EUMETSAT Member States,**

**RECALLING** the Resolution EUM/C/92/Res.VIII unanimously adopted at the 24th Council on 23 - 25 November 1993,

**NOTING** that the votes of Greece, Italy, Portugal and Spain are conditional with regard to the finalisation of national approval procedures,

**EXPECTING** that the delegations of Greece, Portugal and Spain will be able to lift their ad referendum within a short period of time,

**BEARING IN MIND** that all Member States have voted in favour of the EPS preparatory programme,

**AGREE:**

- I** that the necessary activities under the EUMETSAT Polar System Preparatory Programme can start with effect from 1.1.1994,
- II** that Greece, Italy, Portugal and Spain will be legally obliged to contribute financially to the Programme only after finalisation of national approval procedures, and that their contribution would only become due then,
- III** that if Greece, Italy, Portugal or Spain would not be in a position to confirm finalisation of national approval procedures by 1 June 1994 at the latest, those Member States who have agreed unconditionally to contribute to the programme will decide on the action to be taken,
- IV** that in the budget 1994 an amount corresponding to the contribution from Greece, Italy, Portugal and Spain is blocked until the finalisation of national approval procedures has been notified to the EUMETSAT Secretariat.