

UNCLASSIFIED

45450  
N3

MEMORANDUM OF UNDERSTANDING  
ON  
NOTIFICATIONS OF MISSILE LAUNCHES

The United States of America and the Russian Federation, hereinafter referred to as the Parties,

Guided by the Joint Statement of the Presidents of the United States of America and the Russian Federation on the Exchange of Information on Missile Launches and Early Warning of September 2, 1998,

Considering the obligations of the Memorandum of Agreement Between the United States of America and the Russian Federation on the Establishment of a Joint Center for the Exchange of Data from Early Warning Systems and Notifications of Missile Launches of June 4, 2000, hereinafter referred to as the JDEC Memorandum, and

Taking into account the need to minimize the consequences of a false missile attack warning and to prevent the possibility of a missile launch caused by such false warning,

Have agreed as follows:

Dept. of State, RPS/IPS, Margaret P. Grafeld, Dir.  
( ) Release (X) Excise ( ) Deny ( ) Declassify  
Date 7/11/2002 Exemption B5

1. This Memorandum establishes a Pre- and Post- Missile Launch Notification System, hereinafter referred to as the PLNS.

2. Each Party shall provide pre-launch and post-launch notifications for launches of ballistic missiles that meet the range or altitude criteria set forth in paragraph 4 of this Memorandum and, with rare exceptions, pre-launch and post-launch notifications for launches of space launch vehicles. Each Party, at its discretion and in support of the objectives of this Memorandum, may also provide information in a timely fashion on other launches and objects, including de-orbiting spacecraft, and geophysical experiments and other work in near-earth space that are capable of disrupting the normal operation of equipment of the early warning systems of the Parties.

3. Once the PLNS is in full operation, the Parties shall consider the possibility of, and need for, exchanging information on missiles that intercept objects not located on the earth's surface. If methods are subsequently developed for launching objects into space that are fundamentally different from those which exist at the time this Memorandum enters into force, the Parties will discuss how the PLNS might apply to notifications of such launches.

4. For ballistic missiles, each Party shall provide a notification in accordance with paragraph 2 of this Memorandum when the planned flight range is in excess of 500 kilometers or the planned apex altitude is in excess of 500 kilometers.

5. The terms and their definitions applicable to this Memorandum are provided in Appendix 1 to this Memorandum. Notifications shall be provided in accordance with the provisions of this Memorandum and in the formats set forth in Appendix 2 to this

Memorandum. When a date and time are to be specified in a notification, that date and time shall be expressed in Coordinated Universal Time (UTC).

6. Each Party shall provide notifications in accordance with paragraph 2 of this Memorandum of all launches of ballistic missiles and space launch vehicles from the territory of that Party, and all other launches of ballistic missiles and space launch vehicles owned, possessed or controlled by that Party or by any corporation, partnership, joint venture, association or other legal or natural person (either government or private, including international organizations), organized or existing under the laws of that Party.

7. If more than one Party would be obligated in accordance with paragraphs 2 and 6 of this Memorandum to provide a notification of a specific launch, notification shall be provided by the Party from whose territory that launch is conducted. If the launch is not conducted from the territory of a Party, the Parties shall hold consultations to determine which Party will provide the notification. Only one pre-launch notification and one post-launch notification shall be provided for each notifiable launch.

8. A pre-launch notification, as specified in Appendix 2 to this Memorandum, shall set forth a launch window in connection with the notification that shall be valid for four days beginning with the date and time of the beginning of the launch window indicated in the notification. Such a pre-launch notification shall be provided no more than 30 days, but no less than 24 hours, prior to the start of the launch window. The launch window may be extended, in increments of four days. Notification of an extension shall be provided no less than one hour prior to the end of the launch window. If the launch window expires prior to a launch, a new pre-launch notification shall be provided. If simultaneous or near simultaneous launches from the same launch location are planned, a Party may provide a single pre-launch notification for all of the launches.

9. A post-launch notification, as specified in Appendix 2 to this Memorandum, shall be provided not later than 48 hours after the launch.

a. For simultaneous or near simultaneous launches from the same launch location, a Party may provide one post-launch notification for all the launches or a separate post-launch notification for each launch. However, if a separate pre-launch notification has been provided for each launch, a separate post-launch notification shall be provided for each launch.

b. A cancellation notification for a launch for which a pre-launch notification has been provided shall be provided if the launch is cancelled prior to the beginning of the launch window, or did not take place in the launch window, or is postponed for more than four days. A cancellation notification for a multiple launch is not required if at least one ballistic missile of that multiple launch was successfully launched.

10. Each Party shall ensure the accuracy and timeliness of the data provided by it, and report any errors detected.

11. Unless otherwise agreed by the Parties, all notifications shall be provided to the PLNS Information Center, operated as part of the Joint Data Exchange Center (JDEC) in Moscow as established by the JDEC Memorandum. The PLNS Information Center shall serve as the repository for these notifications, and shall transmit them to the Parties. Until the JDEC is fully operational, an interim repository for notifications shall be created and jointly operated under agreed procedures at a location to be determined by the Parties.

12. The JDEC Heads shall oversee the implementation and operation of the PLNS. The implementation and operation of the PLNS shall be governed by the relevant provisions of the JDEC Memorandum.

13. The PLNS Information Center and the Parties shall use an agreed Internet-based technology incorporating, to the maximum extent feasible, commercially available equipment and software. PLNS equipment, facilities and procedures shall be established and maintained in accordance with the provisions of Appendix 3 to this Memorandum.

14. A Party shall not transfer any equipment, software or other materials and information received pursuant to this Memorandum to any third state or legal or natural person without the written agreement of the Party that provided such equipment, software or other materials and information. Each Party shall use such equipment, software and other materials and information only for the purposes of this Memorandum and shall take all reasonable measures within its power to ensure their safekeeping and security as set forth in Appendix 4 to this Memorandum.

15. The Parties intend that the PLNS shall commence operations no later than 365 days after this Memorandum enters into force. PLNS operations shall commence upon the agreement of the JDEC Joint Commission. Upon commencement of PLNS operations, an operational test period lasting up to 100 days shall follow. During this period, the Parties shall test data exchange procedures, equipment and software, and shall correct shortcomings that they find. The operational test period shall conclude and full PLNS operations shall commence as soon as practicable upon agreement of the JDEC Joint Commission.

16. The Parties agree that the PLNS and the JDEC design, when implemented, will create the conditions for the preparation and maintenance of a unified database for a

