

**FRAMEWORK AGREEMENT BETWEEN THE GOVERNMENT OF THE FEDERATIVE
REPUBLIC OF BRAZIL AND THE GOVERNMENT OF THE UNITED STATES OF
AMERICA ON COOPERATION IN THE PEACEFUL USES OF OUTER SPACE**

The Government of the Federative Republic of Brazil

and

the Government of the United States of America
(hereinafter referred to as "the Parties"),

Recalling their long and useful cooperation in the exploration and peaceful use of outer space, through the successful implementation of cooperative activities in a broad range of space science and applications areas;

Taking note of the mutual benefit to be gained from working together in the peaceful use of space for the welfare of all humankind;

Considering the desirability of enhanced cooperation between the Agencies in human space flight, space science, and the use of space for research in the Earth sciences and global change, with potential benefits to all nations;

Noting the success of their joint projects under the Framework Agreement between the Government of the Federative Republic of Brazil and the Government of the United States of America on Cooperation in the Peaceful Uses of Outer Space signed at Brasilia March 1, 1996, as extended (hereinafter the "First Cooperation Agreement");

Desiring to further develop the overall legal framework to facilitate the continuance of their mutually beneficial relationship through the conclusion of implementing arrangements to document their joint understanding of the future cooperative endeavors to be undertaken between the Parties;

Recalling the Treaty on Principles Governing the Activities of States in the Exploration and Use of Outer Space, including the Moon and Other Celestial Bodies, done on January 27, 1967, to which both States are Parties;

Have agreed as follows:

Article 1
Purpose

This Framework Agreement, hereinafter referred to as the "Agreement," sets forth the obligations, terms and conditions for the cooperation between the Government of the Federative Republic of Brazil and the Government of the United States of America (hereinafter referred to as "the Parties"), or any designated Agency of either Party, in the exploration and

use of outer space for peaceful purposes in areas of common interest and on the basis of equality and mutual benefit and is intended to supersede the First Cooperation Agreement.

Article 2 Definitions

For the purposes of this Agreement,

1. The term "Agency" means:

(i) for Brazil, the Brazilian Space Agency (AEB), or any other Brazilian agency or department that Brazil may decide to designate in writing through diplomatic channels; and

(ii) for the United States, the National Aeronautics and Space Administration (NASA), or any other U.S. agency or department that the United States may decide to designate in writing through diplomatic channels.

2. The term "Damage" means:

(i) bodily injury to, or other impairment of health of, or death of, any person;

(ii) damage to, loss of, or loss of use of any property;

(iii) loss of revenue or profits; or

(iv) other direct, indirect, or consequential damage.

3. The term "Launch Vehicle" means an object, or any part thereof, intended for launch, launched from Earth or returning to Earth, which carries Payloads or persons, or both;

4. The term "Payload" means all property to be flown or used on or in a Launch Vehicle;

5. For the purpose of Article 12, the term "Protected Space Operations" means all activities conducted pursuant to this Agreement, including Launch Vehicle activities, and Payload activities on Earth, in outer space, or in transit between Earth and air space or outer space, in implementation of this Agreement. Protected Space Operations begins on the date of entry into force of this Agreement and ends when all activities done in implementation of this Agreement are completed. It includes, but is not limited to:

(i) research, design, development, test, manufacture, assembly, integration, operation, or use of Launch or Transfer Vehicles, Payloads, or instruments, as well as related support equipment and facilities and services; and

(ii) all activities related to ground support, test, training, simulation, or guidance and control equipment and related facilities or services.

The term "Protected Space Operations" excludes activities on Earth that are conducted on return from space to develop further a Payload's product or process for use other than for activities in implementation of this Agreement.

6. The term "Related Entity" means:

(i) a contractor or subcontractor of an Agency, at any tier;

For the purpose of Article 12 (Cross-Waiver of Liability), the term "Related Entity" also means:

(ii) a user or customer of an Agency, at any tier; or

(iii) a contractor or subcontractor of a user or customer of an Agency, at any tier.

For the purpose of Article 12, the terms "contractor" and "subcontractor" include suppliers of any kind.

For the purpose of Article 12, the term "Related Entity" may also apply to a State, an international organization, or an agency, department, or institution of a State, having the same relationship to a Party as described in subparagraphs (i) to (iii) above, or otherwise engaged in the implementation of Protected Space Operations as defined in Article 2 paragraph 5 above.

7. The term "Transfer Vehicle" means any vehicle that operates in space and transfers a Payload or person or both between two different space objects, between two different places on the same space object, or between a space object and the surface of a celestial body. A Transfer Vehicle also includes a vehicle that departs from and returns to the same location on a space object.

Article 3 Scope of Cooperation

1. The Parties shall identify areas of mutual interest and seek to develop cooperative programs or projects, hereinafter referred to as "Programs," in the exploration and peaceful uses of outer space and shall work closely together to this end.

2. These Programs may be undertaken, as mutually agreed, and subject to the provisions of this Agreement and the specific terms and conditions of any Implementing Arrangements concluded pursuant to Article 4, in the following areas:

a) Earth science, observation, and monitoring;

b) Space science;

c) Exploration systems;

d) Space operations; and

e) Other relevant areas of mutual interest.

3. These Programs may be implemented using the following:

a) Spacecraft and space research platforms;

b) Scientific instruments onboard spacecraft and space research platforms;

c) Space operations missions;

d) Sounding rocket and scientific balloon flights and campaigns;

e) Aircraft flights and campaigns;

f) Space communications, including ground-based antennas, for tracking, telemetry, and data acquisition;

g) Ground-based research facilities;

h) Exchanges of scientific personnel;

i) Exchanges of scientific data;

j) Participation in joint workshops and meetings;

k) Terrestrial analogs;

l) Earth and space applications;

m) Education and public outreach activities; and

n) Other mechanisms of mutual interest jointly decided in writing by the Parties.

4. All activities taking place under this Agreement shall be conducted in a manner consistent with the applicable national laws and regulations of the Parties.

5. These Programs may take place on the surface of the Earth, in air space, or in outer space.

Article 4 Implementing Arrangements

1. The Parties shall conduct joint activities under this Agreement through their respective Agencies. Implementing Arrangements concluded by the Agencies shall set forth the specific roles and commitments of the Agencies and shall include, as appropriate, provisions related to the nature and scope of the joint activities, the individual and joint commitments of the Agencies, and any other provisions necessary to conduct the joint activities.

2. Such Implementing Arrangements shall incorporate by reference and be subject to this Agreement.

Article 5 Financial Arrangements

1. The Parties shall be responsible for funding their respective activities under this Agreement. Obligations under this Agreement and any Implementing Arrangements shall be subject to the availability of appropriated funds and to each Party's funding procedures.

2. Each Party shall ensure that, should its Agency encounter funding problems that may affect the activities to be carried out pursuant to this Agreement, its Agency will notify and consult with the other Agency as soon as possible.

3. This Agreement shall not prejudice the ability of the Parties or their Agencies to conclude other agreements or arrangements regarding matters outside or within the scope of this Agreement, as mutually agreed.

Article 6 Duties, Fees, and Taxes

1. In accordance with its national laws and regulations, each Party shall ensure free customs clearance and exemption from all applicable customs duties, fees, and taxes for the import or export of goods necessary for the implementation of this Agreement.

2. In the event that any duties, fees, or taxes of any kind are nonetheless levied on such goods, such duties, fees, or taxes shall be borne by the Party of the country levying them.

Article 7 Entry and Exit of Personnel

On a reciprocal basis, each Party shall use reasonable efforts to facilitate, in accordance with its laws and regulations, the entry into and exit from its territory of personnel engaged in joint activities pursuant to this Agreement.

Article 8 Overflight

Each Party shall facilitate, upon request from the other Party, the provision of aircraft and balloon overflight clearances, as necessary, in order to carry out activities under Implementing Arrangements established under this Agreement. Detailed information regarding the purpose of the overflight, the proposed type of equipment to be used, and the researchers involved shall be addressed, as appropriate, in the Implementing Arrangements.

Article 9 Intellectual Property Rights

1. Nothing in this Agreement shall be construed as granting, either expressly or by implication, to the other Party any rights to, or interest in, any inventions or works of a Party, its Agency or its Agency's Related Entities made prior to the entry into force of, or outside the scope of, this Agreement, including any patents (or similar forms of protection in any country) corresponding to such inventions or any copyrights corresponding to such works.

2. Any rights to, or interest in, any invention or work made in the performance of this Agreement solely by one Party, its Agency or any of its Agency's Related Entities, including any patents (or similar forms of protection in any country) corresponding to such invention or any copyright corresponding to such work, shall be owned by such Party, its Agency or its Agency's Related Entity. Allocation of rights to, or interest in, such invention or work between such Party, its Agency and its Agency's Related Entity shall be determined by its applicable national laws, rules, regulations, and contractual obligations.

3. It is not anticipated that there will be any joint inventions made in the performance of this Agreement. Nevertheless, in the event that an invention is jointly made by the Parties, their Agencies and/or their Agencies' Related Entities in the performance of this Agreement, the Parties shall, in good faith, consult and agree within 30 calendar days as to:

a. the allocation of rights to, or interest in, such joint invention, including any patents (or similar forms of protection in any country) corresponding to such joint invention;

b. the responsibilities, costs, and actions to be taken to establish and maintain patents (or similar forms of protection in any country) for each such joint invention; and

c. the terms and conditions of any license or other rights to be exchanged between the Parties or granted by one Party to the other Party.

4. For any work jointly authored by the Parties, their Agencies and/or their Agencies' Related Entities, should the Parties decide to register the copyright in such work, they shall, in good faith, consult and agree as to the responsibilities, costs, and actions to be taken to register copyright protection (in any country).

5. Subject to the provisions of Article 10 (Publication of Public Information and Results) and Article 11 (Transfer of Goods and Technical Data), each Party shall have an irrevocable royalty free right, for its own purposes, to reproduce, prepare derivative works, distribute, and present publicly, and authorize others to do so on its behalf, any copyrighted work resulting from activities undertaken in the performance of this Agreement, regardless of whether the work was created solely by, or on behalf of, the other Party or jointly with the other Party.

Article 10

Publication of Public Information and Results

1. The Parties retain the right to release public information regarding their own activities under this Agreement. The Parties shall coordinate with each other in advance concerning releasing to the public information that relates to the other Party's responsibilities or performance under this Agreement.

2.

(a) The Parties shall make the final results obtained from joint activities available to the general scientific community through publication in appropriate journals or by presentations at scientific conferences as soon as possible and in a manner consistent with good scientific practices.

(b) The Parties shall ensure that its Agencies include provisions for the sharing of science data in the Implementing Arrangements.

3. The Parties acknowledge that the following data or information does not constitute public information and that such data or information shall not be included in any publication or presentation by a Party under this Article without the other Party's prior written permission: (1) data furnished by the other Party in accordance with Article 11 (Transfer of Goods and Technical Data) of this Agreement that is export-controlled or proprietary; or (2) information about an invention of the other Party before a patent application has been filed covering the same, or a decision not to file has been made.

Article 11

Transfer of Goods and Technical Data

1. The Parties are obligated to transfer only those goods and technical data (including software) necessary to fulfill their respective responsibilities under this Agreement, in accordance with the following provisions:

(a) All activities under this Agreement shall be carried out in accordance with the Parties' national laws, rules, and regulations, including those laws, rules, and regulations pertaining to export control and the control of classified information.

(b) The transfer of technical data with regard to interface, integration, and safety for the purposes of discharging the Parties' responsibilities under this Agreement shall normally be made without restriction, except as provided in paragraph (a) above. If design, manufacturing, processing data and associated software, which is proprietary but not export controlled, is necessary for interface, integration, or safety purposes, the transfer shall be made and the data and associated software shall be appropriately marked.

(c) All transfers of goods and proprietary or export-controlled technical data are subject to the following provisions. In the event a Party, its Agency or its Agency's Related Entity finds it necessary to transfer goods or to transfer proprietary or export-controlled technical data, for which protection is to be maintained, such goods shall be specifically identified and such proprietary or export-controlled technical data shall be marked. The identification of goods and the marking on proprietary or export-controlled technical data will indicate that the goods and proprietary or export-controlled technical data shall be used by the receiving Party, its Agency or its Agency's Related Entity only for the purposes of fulfilling the responsibilities of the receiving Party, its Agency or its Agency's Related Entity under this Agreement, and that the identified goods and marked proprietary technical data or marked export-controlled technical data shall not be disclosed or retransferred to any other entity without the prior written

permission of the furnishing Party, its Agency or its Agency's Related Entity. The receiving Party, its Agency or its Agency's Related Entity shall abide by the terms of the notice and protect any such identified goods and marked proprietary technical data or marked export-controlled technical data from unauthorized use and disclosure. The Parties to this Agreement will cause their Agencies' Related Entities to be bound by the provisions of this Article related to use, disclosure, and retransfer of identified goods and marked technical data through contractual mechanisms or equivalent measures.

2. All goods and marked proprietary or export-controlled technical data exchanged in the performance of any Implementing Arrangement shall be used by the receiving Party, its Agency and/or its Agency's Related Entities exclusively for the purposes of that Implementing Arrangement. Upon completion of the activities under an Implementing Arrangement, the receiving Party, its Agency or its Agency's Related Entity shall return or, at the request of the furnishing Party, its Agency or its Agency's Related Entity, otherwise dispose of all goods and marked proprietary or export-controlled technical data provided under the Implementing Arrangement.

Article 12 Cross-Waiver of Liability

1. With respect to activities performed under this Agreement, the Parties agree that a comprehensive cross-waiver of liability will further cooperation in the exploration, exploitation and use of outer space. This cross-waiver of liability, as set out below, shall be broadly construed to achieve this objective. Provided that the waiver of claims is reciprocal, the Agencies may tailor the scope of the cross-waiver clause in an Implementing Arrangement to address the specific circumstances of a particular cooperation.

2.

(a) Each Party agrees to a cross-waiver of liability pursuant to which each Party waives all claims against any of the entities or persons listed in sub-paragraphs 2(a)(i) through 2(a)(iv) below based on Damage arising out of Protected Space Operations. This cross-waiver shall apply only if the person, entity, or property causing the Damage is involved in Protected Space Operations and the person, entity, or property damaged is damaged by virtue of its involvement in Protected Space Operations. The cross-waiver shall apply to any claims for Damage, whatever the legal basis for such claims, against:

(i) the other Party;

(ii) the other Party's Agency;

(iii) the Related Entity of the other Party's Agency;

(iv) the employees of any of the entities identified in sub-paragraphs (i), (ii) and (iii) immediately above.

(b) In addition, each Party shall ensure that its Agency extends the cross-waiver of liability as set forth in Article 12.2(a) to the Agency's Related Entities by requiring them, by contract or otherwise, to agree to:

(i) waive all claims against the entities or persons identified in Article 12.2(a)(i) through Article 12.2(a)(iv); and

(ii) require that their Related Entities waive all claims against the entities or persons identified in Article 12.2(a)(i) through Article 12.2(a)(iv) above.

(c) For avoidance of doubt, this cross-waiver of liability shall be applicable to claims arising under the Convention on International Liability for Damage Caused by Space Objects, done on March 29, 1972 (the "Liability Convention"), where the person, entity, or property causing the Damage is involved in Protected Space Operations and the person, entity, or property damaged is damaged by virtue of its involvement in Protected Space Operations.

(d) Notwithstanding the other provisions of this Article, this cross-waiver of liability shall not be applicable to:

(i) claims between a Party or its Agency and its Agency's Related Entity or between an Agency's own Related Entities;

(ii) claims made by a natural person, his/her estate, survivors, or subrogees (except when a subrogee is a Party to this Agreement or is otherwise bound by the terms of this cross-waiver) for bodily injury to, other impairment of health of, or death of such natural person;

(iii) claims for Damage caused by willful misconduct;

(iv) intellectual property claims;

(v) claims for Damage resulting from a failure of a Party's Agency to extend the cross-waiver of liability to the Agency's Related Entities, pursuant to Article 12.2(b); or

(vi) claims by or against a Party, its Agency or its Agency's Related Entity arising out of or relating to the other Party, its Agency or its Agency's Related Entity's failure to perform its obligations under this Agreement or any Implementing Arrangement concluded hereunder.

(e) Nothing in this Article shall be construed to create the basis for a claim or suit where none would otherwise exist.

(f) In the event of third-party claims for which the Parties may be liable, the Parties shall consult promptly to determine an appropriate and equitable apportionment of any potential liability and on the defense of any such claims.

Article 13 Registration of Space Objects

For Implementing Arrangements involving a launch, the Parties shall ensure that their Agencies decide as to which Agency will request its Government to register the spacecraft as a space object in accordance with the Convention on the Registration of Objects Launched into Outer Space, opened for signature January 14, 1975. Registration pursuant to this Article shall not affect the rights or obligations of either Party under the Liability Convention.

Article 14 Consultations and Settlement of Disputes

1. The Parties shall encourage their Agencies to consult, as appropriate, to review the implementation of activities undertaken pursuant to this Agreement, and to exchange views on potential areas of future cooperation.
2. In the event questions arise regarding the implementation of activities under this Agreement or regarding the interpretation or application of this Agreement, the Agencies shall endeavor to resolve the questions.
3. If resolution is not reached by the Agencies, the questions shall be resolved by means of consultations between the Parties.

Article 15 Relationship to Other Agreements

1. If it appears that this Agreement conflicts with the rights and obligations of either Party under any other agreement to which it is a party, the Parties shall consult with a view to resolving the conflict.
2. Upon entry into force of this Agreement pursuant to Article 16, the First Cooperation Agreement shall terminate. Any Implementing Arrangements subject to the provisions of the First Cooperation Agreement that have not expired or been terminated by the date this Agreement enters into force shall continue and be subject to the provisions of this Agreement. In case of any conflict between the terms and conditions contained in those Implementing Arrangements and this Agreement, the terms and conditions of this Agreement shall take precedence.

Article 16 Entry into Force, Duration, and Amendment

1. This Agreement shall enter into force on the date of the last note of an exchange of diplomatic notes in which the Parties notify each other of the completion of their internal procedures necessary for the entry into force of this Agreement. This Agreement shall remain in force for twenty (20) years unless extended by written agreement of the Parties or terminated in accordance with the provisions of Article 17 of this Agreement.
2. This Agreement may be amended through an exchange of diplomatic notes by the Parties. Such amendment shall enter into force in accordance with the entry-into-force procedure specified in paragraph 1 of this Article.

Article 17
Termination

1. Either Party may terminate this Agreement by providing at least six months written notice to the other Party.
2. Termination or expiration of this Agreement shall not affect Implementing Arrangements that are in effect at the time of termination or expiration of this Agreement.
3. Notwithstanding the termination or expiration of this Agreement, its provisions shall continue to apply to cooperation under any Implementing Arrangements in effect at the time of termination or expiration, for the duration of such Implementing Arrangements.
4. Notwithstanding termination or expiration of this Agreement or any Implementing Arrangements concluded hereunder, the obligations of the Parties set forth in Articles 9, 11, and 12 of this Agreement, concerning Intellectual Property Rights, Transfer of Goods and Technical Data, and Cross-Waiver of Liability shall continue to apply.

In witness whereof, the undersigned, being duly authorized thereto by their respective Governments, have signed this Agreement.

Done at Brasilia, in duplicate, this 19th day of March, 2011, in the Portuguese and English languages, both versions being equally authentic.