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**Committee on the Peaceful
Uses of Outer Space**

Legal Subcommittee

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**Review of international mechanisms for cooperation in the
peaceful exploration and use of outer space**

**Agreement among the Government of Canada,
Governments of the Member States of the European Space
Agency, the Government of Japan, the Government of the
Russian Federation and the Government of the United
States of America Concerning Cooperation on the Civil
International Space Station**

The Government of Canada (hereinafter also “Canada”),

The Governments of the Kingdom of Belgium, the Kingdom of Denmark, the French Republic, the Federal Republic of Germany, the Italian Republic, the Kingdom of the Netherlands, the Kingdom of Norway, the Kingdom of Spain, the Kingdom of Sweden, the Swiss Confederation, and the United Kingdom of Great Britain and Northern Ireland, being Governments of Member States of the European Space Agency (hereinafter collectively “the European Governments” or “the European Partner”),

The Government of Japan (hereinafter also “Japan”),

The Government of the Russian Federation (hereinafter also “Russia”), and

The Government of the United States of America (hereinafter “the Government of the United States” or “the United States”),

Recalling that in January 1984 the President of the United States directed the National Aeronautics and Space Administration (NASA) to develop and place into orbit a permanently manned Space Station and invited friends and allies of the United States to participate in its development and use and to share in the benefits thereof,



Recalling the acceptance of the aforementioned invitation by the Prime Minister of Canada at the March 1985 Quebec Summit meeting with the President of the United States and the mutual confirmation of interest on cooperation at the March 1986 Washington, D.C. Summit meeting,

Recalling the terms of the relevant Resolutions adopted on 31 January 1985 and 20 October 1995 by the European Space Agency (ESA) Council meeting at the ministerial level, and that, within the framework of ESA, and in accordance with its purpose as defined in Article II of the Convention establishing it, the Columbus programme and the European participation in the international Space Station development programme have been undertaken to develop and will develop elements of the civil international Space Station,

Recalling Japan's interest in the Space Station program manifested during the NASA Administrator's visits to Japan in 1984 and 1985 and Japan's participation in the U.S. space program through the First Materials Processing Test,

Recalling ESA's and Canada's participation in the U.S. Space Transportation System through the European development of the first manned space laboratory, Spacelab, and the Canadian development of the Remote Manipulator System,

Recalling the partnership created by the Agreement Among the Government of the United States of America, Governments of Member States of the European Space Agency, the Government of Japan, and the Government of Canada on Cooperation in the Detailed Design, Development, Operation, and Utilization of the Permanently Manned Civil Space Station (hereinafter "the 1988 Agreement"), done at Washington on 29 September 1988 and related Memoranda of Understanding between NASA and the Ministry of State for Science and Technology (MOSST) of Canada, NASA and ESA, and NASA and the Government of Japan,

Recognizing that the 1988 Agreement entered into force on 30 January 1992 between the United States and Japan,

Recalling that NASA, ESA, the Government of Japan and MOSST have been implementing cooperative activities to realize the partnership in the Space Station program in accordance with the 1988 Agreement and the related Memoranda of Understanding, and recognizing that upon its establishment on 1 March 1989, the Canadian Space Agency (CSA) assumed responsibility for the execution of the Canadian Space Station Program from MOSST,

Convinced that, in view of the Russian Federation's unique experience and accomplishments in the area of human space flight and long-duration missions, including the successful long-term operation of the Russian Mir Space Station, its participation in the partnership will considerably enhance the capabilities of the Space Station to the benefit of all the Partners,

Recalling the invitation extended on 6 December 1993 by the Government of Canada, the European Governments, the Government of Japan, and the Government of the United States to the Government of the Russian Federation to become a Partner in the detailed design, development, operation and utilization of the Space Station within the framework established by the Space Station Agreements, and the positive response of the Government of the Russian Federation on 17 December 1993 to that invitation,

Recalling the arrangements between the Chairman of the Government of the Russian Federation and the Vice President of the United States to promote cooperation on important human spaceflight activities, including the Russian-U.S. Mir-Shuttle program, to prepare for building the International Space Station,

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 (hereinafter “the Outer Space Treaty”), which entered into force on 10 October 1967,

Recalling the Agreement on the Rescue of Astronauts, the Return of Astronauts, and the Return of Objects Launched into Outer Space (hereinafter “the Rescue Agreement”), which entered into force on 3 December 1968,

Recalling the Convention on International Liability for Damage Caused by Space Objects (hereinafter “the Liability Convention”), which entered into force on 1 September 1972,

Recalling the Convention on Registration of Objects Launched into Outer Space (hereinafter “the Registration Convention”), which entered into force on 15 September 1976,

Convinced that working together on the civil international Space Station will further expand cooperation through the establishment of a long-term and mutually beneficial relationship, and will further promote cooperation in the exploration and peaceful use of outer space,

Recognizing that NASA and CSA, NASA and ESA, NASA and the Government of Japan, and NASA and the Russian Space Agency (RSA) have prepared Memoranda of Understanding (hereinafter “the MOUs”) in conjunction with their Governments’ negotiation of this Agreement, and that the MOUs provide detailed provisions in implementation of this Agreement,

Recognizing, in light of the foregoing, that it is desirable to establish among the Government of Canada, the European Governments, the Government of Japan, the Government of the Russian Federation, and the Government of the United States a framework for the design, development, operation, and utilization of the Space Station,

Have agreed as follows:

Article 1

Object and Scope

1. The object of this Agreement is to establish a long-term international cooperative framework among the Partners, on the basis of genuine partnership, for the detailed design, development, operation, and utilization of a permanently inhabited civil international Space Station for peaceful purposes, in accordance with international law. This civil international Space Station will enhance the scientific, technological, and commercial use of outer space. This Agreement specifically defines the civil international Space Station program and the nature of this partnership, including the respective rights and obligations of the Partners in this

cooperation. This Agreement further provides for mechanisms and arrangements designed to ensure that its object is fulfilled.

2. The Partners will join their efforts, under the lead role of the United States for overall management and coordination, to create an integrated international Space Station. The United States and Russia, drawing on their extensive experience in human space flight, will produce elements which serve as the foundation for the international Space Station. The European Partner and Japan will produce elements that will significantly enhance the Space Station's capabilities. Canada's contribution will be an essential part of the Space Station. This Agreement lists in the Annex the elements to be provided by the Partners to form the international Space Station.

3. The permanently inhabited civil international Space Station (hereinafter "the Space Station") will be a multi-use facility in low-earth orbit, with flight elements and Space Station-unique ground elements provided by all the Partners. By providing Space Station flight elements, each Partner acquires certain rights to use the Space Station and participates in its management in accordance with this Agreement, the MOUs, and implementing arrangements.

4. The Space Station is conceived as having an evolutionary character. The Partner States' rights and obligations regarding evolution shall be subject to specific provisions in accordance with Article 14.

Article 2

International Rights and Obligations

1. The Space Station shall be developed, operated, and utilized in accordance with international law, including the Outer Space Treaty, the Rescue Agreement, the Liability Convention, and the Registration Convention.

2. Nothing in this Agreement shall be interpreted as:

(a) modifying the rights and obligations of the Partner States found in the treaties listed in paragraph 1 above, either toward each other or toward other States, except as otherwise provided in Article 16;

(b) affecting the rights and obligations of the Partner States when exploring or using outer space, whether individually or in cooperation with other States, in activities unrelated to the Space Station; or

(c) constituting a basis for asserting a claim to national appropriation over outer space or over any portion of outer space.

Article 3

Definitions

For the purposes of this Agreement, the following definitions shall apply:

(a) "this Agreement":

the present Agreement, including the Annex;

(b) “the Partners” (or, where appropriate, “each Partner”):

the Government of Canada; the European Governments listed in the Preamble which become parties to this Agreement, as well as any other European Government that may accede to this Agreement in accordance with Article 25(3), acting collectively as one Partner; the Government of Japan; the Government of the Russian Federation; and the Government of the United States;

(c) “Partner State”:

each Contracting Party for which this Agreement has entered into force, in accordance with Article 25.

Article 4

Cooperating Agencies

1. The Partners agree that the Canadian Space Agency (hereinafter “CSA”) for the Government of Canada, the European Space Agency (hereinafter “ESA”) for the European Governments, the Russian Space Agency (hereinafter “RSA”) for Russia, and the National Aeronautics and Space Administration (hereinafter “NASA”) for the United States shall be the Cooperating Agencies responsible for implementing Space Station cooperation. The Government of Japan’s Cooperating Agency designation for implementing Space Station cooperation shall be made in the Memorandum of Understanding between NASA and the Government of Japan referred to in paragraph 2 below.

2. The Cooperating Agencies shall implement Space Station cooperation in accordance with the relevant provisions of this Agreement, the respective Memoranda of Understanding (MOUs) between NASA and CSA, NASA and ESA, NASA and the Government of Japan, and NASA and RSA concerning cooperation on the civil international Space Station, and arrangements between or among NASA and the other Cooperating Agencies implementing the MOUs (implementing arrangements). The MOUs shall be subject to this Agreement, and the implementing arrangements shall be consistent with and subject to the MOUs.

3. Where a provision of an MOU sets forth rights or obligations accepted by a Cooperating Agency (or, in the case of Japan, the Government of Japan) not a party to that MOU, such provision may not be amended without the written consent of that Cooperating Agency (or, in the case of Japan, the Government of Japan).

Article 5

Registration; Jurisdiction and Control

1. In accordance with Article II of the Registration Convention, each Partner shall register as space objects the flight elements listed in the Annex which it

provides, the European Partner having delegated this responsibility to ESA, acting in its name and on its behalf.

2. Pursuant to Article VIII of the Outer Space Treaty and Article II of the Registration Convention, each Partner shall retain jurisdiction and control over the elements it registers in accordance with paragraph 1 above and over personnel in or on the Space Station who are its nationals. The exercise of such jurisdiction and control shall be subject to any relevant provisions of this Agreement, the MOUs, and implementing arrangements, including relevant procedural mechanisms established therein.

Article 6

Ownership of Elements and Equipment

1. Canada, the European Partner, Russia, and the United States, through their respective Cooperating Agencies, and an entity designated by Japan at the time of the deposit of its instrument under Article 25(2), shall own the elements listed in the Annex that they respectively provide, except as otherwise provided for in this Agreement. The Partners, acting through their Cooperating Agencies, shall notify each other regarding the ownership of any equipment in or on the Space Station.

2. The European Partner shall entrust ESA, acting in its name and on its behalf, with ownership over the elements it provides, as well as over any other equipment developed and funded under an ESA programme as a contribution to the Space Station, its operation or utilization.

3. The transfer of ownership of the elements listed in the Annex or of equipment in or on the Space Station shall not affect the rights and obligations of the Partners under this Agreement, the MOUs, or implementing arrangements.

4. Equipment in or on the Space Station shall not be owned by, and ownership of elements listed in the Annex shall not be transferred to, any non-Partner or private entity under the jurisdiction of a non-Partner without the prior concurrence of the other Partners. Any transfer of ownership of any element listed in the Annex shall require prior notification of the other Partners.

5. The ownership of equipment or material provided by a user shall not be affected by the mere presence of such equipment or material in or on the Space Station.

6. The ownership or registration of elements or the ownership of equipment shall in no way be deemed to be an indication of ownership of material or data resulting from the conduct of activities in or on the Space Station.

7. The exercise of ownership of elements and equipment shall be subject to any relevant provisions of this Agreement, the MOUs, and implementing arrangements, including relevant procedural mechanisms established therein.

Article 7

Management

1. Management of the Space Station will be established on a multilateral basis and the Partners, acting through their Cooperating Agencies, will participate and discharge responsibilities in management bodies established in accordance with the MOUs and implementing arrangements as provided below. These management bodies shall plan and coordinate activities affecting the design and development of the Space Station and its safe, efficient, and effective operation and utilization, as provided in this Agreement and the MOUs. In these management bodies, decision-making by consensus shall be the goal. Mechanisms for decision-making within these management bodies where it is not possible for the Cooperating Agencies to reach consensus are specified in the MOUs. Decision-making responsibilities which the Partners and their Cooperating Agencies have with respect to the elements they provide are specified in this Agreement and the MOUs.

2. The United States, acting through NASA, and in accordance with the MOUs and implementing arrangements, shall be responsible for management of its own program, including its utilization activities. The United States, acting through NASA, and in accordance with the MOUs and implementing arrangements, shall also be responsible for: overall program management and coordination of the Space Station, except as otherwise provided in this Article and in the MOUs; overall system engineering and integration; establishment of overall safety requirements and plans; and overall planning for and coordination of the execution of the overall integrated operation of the Space Station.

3. Canada, the European Partner, Japan and Russia, acting through their Cooperating Agencies, and in accordance with the MOUs and implementing arrangements, shall each be responsible for: management of their own programs, including their utilization activities; system engineering and integration of the elements they provide; development and implementation of detailed safety requirements and plans for the elements they provide; and, consistent with paragraph 2 above, supporting the United States in the performance of its overall responsibilities, including participating in planning for and coordination of the execution of the integrated operation of the Space Station.

4. To the extent that a design and development matter concerns only a Space Station element provided by Canada, the European Partner, Japan, or Russia and is not covered in the agreed program documentation provided for in the MOUs, that Partner, acting through its Cooperating Agency, may make decisions related to that element.

Article 8

Detailed Design and Development

In accordance with Article 7 and other relevant provisions of this Agreement, and in accordance with the MOUs and implementing arrangements, each Partner, acting through its Cooperating Agency, shall design and develop the elements which it

provides, including Space Station-unique ground elements adequate to support the continuing operation and full international utilization of the flight elements, and shall interact with the other Partners, through their Cooperating Agencies, to reach solutions on design and development of their respective elements.

Article 9

Utilization

1. Utilization rights are derived from Partner provision of user elements, infrastructure elements, or both. Any Partner that provides Space Station user elements shall retain use of those elements, except as otherwise provided in this paragraph. Partners which provide resources to operate and use the Space Station, which are derived from their Space Station infrastructure elements, shall receive in exchange a fixed share of the use of certain user elements. Partners' specific allocations of Space Station user elements and of resources derived from Space Station infrastructure are set forth in the MOUs and implementing arrangements.

2. The Partners shall have the right to barter or sell any portion of their respective allocations. The terms and conditions of any barter or sale shall be determined on a case-by-case basis by the parties to the transaction.

3. Each Partner may use and select users for its allocations for any purpose consistent with the object of this Agreement and provisions set forth in the MOUs and implementing arrangements, except that:

(a) any proposed use of a user element by a non-Partner or private entity under the jurisdiction of a non-Partner shall require the prior notification to and timely consensus among all Partners through their Cooperating Agencies; and

(b) the Partner providing an element shall determine whether a contemplated use of that element is for peaceful purposes, except that this subparagraph shall not be invoked to prevent any Partner from using resources derived from the Space Station infrastructure.

4. In its use of the Space Station, each Partner, through its Cooperating Agency, shall seek through the mechanisms established in the MOUs to avoid causing serious adverse effects on the use of the Space Station by the other Partners.

5. Each Partner shall assure access to and use of its Space Station elements to the other Partners in accordance with their respective allocations.

6. For purposes of this Article, an ESA Member State shall not be considered a "non-Partner".

Article 10

Operation

The Partners, acting through their Cooperating Agencies, shall have responsibilities in the operation of the elements they respectively provide, in accordance with Article 7 and other relevant provisions of this Agreement, and in accordance with

the MOUs and implementing arrangements. The Partners, acting through their Cooperating Agencies, shall develop and implement procedures for operating the Space Station in a manner that is safe, efficient, and effective for Space Station users and operators, in accordance with the MOUs and implementing arrangements. Further, each Partner, acting through its Cooperating Agency, shall be responsible for sustaining the functional performance of the elements it provides.

Article 11

Crew

1. Each Partner has the right to provide qualified personnel to serve on an equitable basis as Space Station crew members. Selections and decisions regarding the flight assignments of a Partner's crew members shall be made in accordance with procedures provided in the MOUs and implementing arrangements.
2. The Code of Conduct for the Space Station crew will be developed and approved by all the Partners in accordance with the individual Partner's internal procedures, and in accordance with the MOUs. A Partner must have approved the Code of Conduct before it provides Space Station crew. Each Partner, in exercising its right to provide crew, shall ensure that its crew members observe the Code of Conduct.

Article 12

Transportation

1. Each of the Partners shall have the right of access to the Space Station using its respective government and private sector space transportation systems, if they are compatible with the Space Station. The United States, Russia, the European Partner, and Japan, through their respective Cooperating Agencies, shall make available launch and return transportation services for the Space Station (using such space transportation systems as the U.S. Space Shuttle, the Russian Proton and Soyuz, the European Ariane-5, and the Japanese H-II). Initially, the U.S. and Russian space transportation systems will be used to provide launch and return transportation services for the Space Station and, in addition, the other space transportation systems will be used as those systems become available. Access and launch and return transportation services shall be in accordance with the provisions of the relevant MOUs and implementing arrangements.
2. Those Partners providing launch and return transportation services to other Partners and their respective users on a reimbursable or other basis shall provide such services consistent with conditions specified in the relevant MOUs and implementing arrangements. Those Partners providing launch and return transportation services on a reimbursable basis shall provide such services to another Partner or the users of that Partner, in comparable circumstances, on the same basis they provide such services to any other Partner or the users of such other Partner. Partners shall use their best efforts to accommodate proposed requirements and flight schedules of the other Partners.

3. The United States, through NASA, working with the other Partners' Cooperating Agencies in management bodies, shall plan and coordinate launch and return transportation services for the Space Station in accordance with the integrated traffic planning process, as provided in the MOUs and implementing arrangements.

4. Each Partner shall respect the proprietary rights in and the confidentiality of appropriately marked data and goods to be transported on its space transportation system.

Article 13

Communications

1. The United States and Russia, through their Cooperating Agencies, shall provide the two primary data relay satellite system space and ground communications networks for command, control, and operations of Space Station elements and payloads, and other Space Station communication purposes. Other Partners may provide data relay satellite system space and ground communication networks, if they are compatible with the Space Station and with Space Station use of the two primary networks. The provision of Space Station communications shall be in accordance with provisions in the relevant MOUs and implementing arrangements.

2. On a reimbursable basis, the Cooperating Agencies shall use their best efforts to accommodate, with their respective communication systems, specific Space Station-related requirements of one another, consistent with conditions specified in the relevant MOUs and implementing arrangements.

3. The United States, through NASA, working with the other Partners' Cooperating Agencies in management bodies, shall plan and coordinate space and ground communications services for the Space Station in accordance with relevant program documentation, as provided in the MOUs and implementing arrangements.

4. Measures to ensure the confidentiality of utilization data passing through the Space Station Information System and other communication systems being used in connection with the Space Station may be implemented, as provided in the MOUs. Each Partner shall respect the proprietary rights in, and the confidentiality of, the utilization data passing through its communication systems, including its ground network and the communication systems of its contractors, when providing communication services to another Partner.

Article 14

Evolution

1. The Partners intend that the Space Station shall evolve through the addition of capability and shall strive to maximize the likelihood that such evolution will be effected through contributions from all the Partners. To this end, it shall be the object of each Partner to provide, where appropriate, the opportunity to the other Partners to cooperate in its proposals for additions of evolutionary capability. The

Space Station together with its additions of evolutionary capability shall remain a civil station, and its operation and utilization shall be for peaceful purposes, in accordance with international law.

2. This Agreement sets forth rights and obligations concerning only the elements listed in the Annex, except that this Article and Article 16 shall apply to any additions of evolutionary capability. This Agreement does not commit any Partner State to participate in, or otherwise grant any Partner rights in, the addition of evolutionary capability.
3. Procedures for the coordination of the Partners' respective evolution studies and for the review of specific proposals for the addition of evolutionary capability are provided in the MOUs.
4. Cooperation between or among Partners regarding the sharing of addition(s) of evolutionary capability shall require, following the coordination and review provided for in paragraph 3 above, either the amendment of this Agreement, or a separate agreement to which the United States, to ensure that any addition is consistent with the overall program, and any other Partner providing a Space Station element or space transportation system on which there is an operational or technical impact, shall be parties.
5. Following the coordination and review provided for in paragraph 3 above, the addition of evolutionary capability by one Partner shall require prior notification of the other Partners, and an agreement with the United States to ensure that any addition is consistent with the overall program, and with any other Partner providing a Space Station element or space transportation system on which there is an operational or technical impact.
6. A Partner which may be affected by the addition of evolutionary capability under paragraph 4 or 5 above may request consultations with the other Partners in accordance with Article 23.
7. The addition of evolutionary capability shall in no event modify the rights and obligations of any Partner State under this Agreement and the MOUs concerning the elements listed in the Annex, unless the affected Partner State otherwise agrees.

Article 15

Funding

1. Each Partner shall bear the costs of fulfilling its respective responsibilities under this Agreement, including sharing on an equitable basis the agreed common system operations costs or activities attributed to the operation of the Space Station as a whole, as provided in the MOUs and implementing arrangements.
2. Financial obligations of each Partner pursuant to this Agreement are subject to its funding procedures and the availability of appropriated funds. Recognizing the importance of Space Station cooperation, each Partner undertakes to make its best efforts to obtain approval for funds to meet those obligations, consistent with its respective funding procedures.

3. In the event that funding problems arise that may affect a Partner's ability to fulfil its responsibilities in Space Station cooperation, that Partner, acting through its Cooperating Agency, shall notify and consult with the other Cooperating Agencies. If necessary, the Partners may also consult.
4. The Partners shall seek to minimize operations costs for the Space Station. In particular, the Partners, through their Cooperating Agencies, in accordance with the provisions of the MOUs, shall develop procedures intended to contain the common system operations costs and activities within approved estimated levels.
5. The Partners shall also seek to minimize the exchange of funds in the implementation of Space Station cooperation, including through the performance of specific operations activities as provided in the MOUs and implementing arrangements or, if the concerned Partners agree, through the use of barter.

Article 16

Cross-Waiver of Liability

1. The objective of this Article is to establish a cross-waiver of liability by the Partner States and related entities in the interest of encouraging participation in the exploration, exploitation, and use of outer space through the Space Station. This cross-waiver of liability shall be broadly construed to achieve this objective.

2. For the purposes of this Article:

(a) A "Partner State" includes its Cooperating Agency. It also includes any entity specified in the MOU between NASA and the Government of Japan to assist the Government of Japan's Cooperating Agency in the implementation of that MOU.

(b) The term "related entity" means:

- (1) a contractor or subcontractor of a Partner State at any tier;
- (2) a user or customer of a Partner State at any tier; or
- (3) a contractor or subcontractor of a user or customer of a Partner State at any tier.

This subparagraph may also apply to a State, or an agency or institution of a State, having the same relationship to a Partner State as described in subparagraphs 2(b)(1) through 2(b)(3) above or otherwise engaged in the implementation of Protected Space Operations as defined in subparagraph 2 (f) below.

"Contractors" and "subcontractors" include suppliers of any kind.

(c) The term "damage" means:

- (1) bodily injury to, or other impairment of health of, or death of, any person;
- (2) damage to, loss of, or loss of use of any property;
- (3) loss of revenue or profits; or
- (4) other direct, indirect or consequential damage.

(d) 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.

(e) The term “payload” means all property to be flown or used on or in a launch vehicle or the Space Station.

(f) The term “Protected Space Operations” means all launch vehicle activities, Space Station activities, and payload activities on Earth, in outer space, or in transit between Earth and outer space in implementation of this Agreement, the MOUs, and implementing arrangements. It includes, but is not limited to:

(1) research, design, development, test, manufacture, assembly, integration, operation, or use of launch or transfer vehicles, the Space Station, or a payload, as well as related support equipment and facilities and services; and

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

“Protected Space Operations” also includes all activities related to evolution of the Space Station, as provided for in Article 14. “Protected Space Operations” excludes activities on Earth which are conducted on return from the Space Station to develop further a payload’s product or process for use other than for Space Station related activities in implementation of this Agreement.

3. (a) Each Partner State agrees to a cross-waiver of liability pursuant to which each Partner State waives all claims against any of the entities or persons listed in subparagraphs 3(a)(1) through 3(a)(3) 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:

(1) another Partner State;

(2) a related entity of another Partner State;

(3) the employees of any of the entities identified in subparagraphs 3(a)(1) and 3(a)(2) above.

(b) In addition, each Partner State shall, by contract or otherwise, extend the cross-waiver of liability as set forth in subparagraph 3(a) above to its related entities by requiring them to:

(1) waive all claims against the entities or persons identified in subparagraphs 3(a)(1) through 3(a)(3) above; and

(2) require that their related entities waive all claims against the entities or persons identified in subparagraphs 3(a)(1) through 3(a)(3) above.

(c) For avoidance of doubt, this cross-waiver of liability includes a cross-waiver of liability arising from 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:

- (1) claims between a Partner State and its related entity or between its own related entities;
- (2) claims made by a natural person, his/her estate, survivors or subrogees (except when a subrogee is a Partner State) for bodily injury to, or other impairment of health of, or death of such natural person;
- (3) claims for damage caused by wilful misconduct;
- (4) intellectual property claims;
- (5) claims for damage resulting from a failure of a Partner State to extend the cross-waiver of liability to its related entities, pursuant to subparagraph 3(b) above.

(e) With respect to subparagraph 3(d)(2) above, in the event that a subrogated claim of the Government of Japan is not based upon government employee accident compensation law, the Government of Japan shall fulfil its obligation to waive such subrogated claim by ensuring that any assisting entity specified pursuant to subparagraph 2(a) above indemnifies, in a manner consistent with Article 15(2) and in accordance with applicable laws and regulations of Japan, any entity or person identified in subparagraphs 3(a)(1) through 3(a)(3) above against liability arising from such subrogated claim by the Government of Japan. Nothing in this Article shall preclude the Government of Japan from waiving the foregoing subrogated claims.

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

Article 17

Liability Convention

1. Except as otherwise provided in Article 16, the Partner States, as well as ESA, shall remain liable in accordance with the Liability Convention.
2. In the event of a claim arising out of the Liability Convention, the Partners (and ESA, if appropriate) shall consult promptly on any potential liability, on any apportionment of such liability, and on the defence of such claim.
3. Regarding the provision of launch and return services provided for in Article 12(2), the Partners concerned (and ESA, if appropriate) may conclude separate agreements regarding the apportionment of any potential joint and several liability arising out of the Liability Convention.

Article 18

Customs and Immigration

1. Each Partner State shall facilitate the movement of persons and goods necessary to implement this Agreement into and out of its territory, subject to its laws and regulations.
2. Subject to its laws and regulations, each Partner State shall facilitate provision of the appropriate entry and residence documentation for nationals and families of nationals of another Partner State who enter or exit or reside within the territory of the first Partner State in order to carry out functions necessary for the implementation of this Agreement.
3. Each Partner State shall grant permission for duty-free importation and exportation to and from its territory of goods and software which are necessary for implementation of this Agreement and shall ensure their exemption from any other taxes and duties collected by the customs authorities. This paragraph shall be implemented without regard to the country of origin of such necessary goods and software.

Article 19

Exchange of Data and Goods

1. Except as otherwise provided in this paragraph, each Partner, acting through its Cooperating Agency shall transfer all technical data and goods considered to be necessary (by both parties to any transfer) to fulfil the responsibilities of that Partner's Cooperating Agency under the relevant MOUs and implementing arrangements. Each Partner undertakes to handle expeditiously any request for technical data or goods presented by the Cooperating Agency of another Partner for the purposes of Space Station cooperation. This Article shall not require a Partner State to transfer any technical data and goods in contravention of its national laws or regulations.
2. The Partners shall make their best efforts to handle expeditiously requests for authorization of transfers of technical data and goods by persons or entities other than the Partners or their Cooperating Agencies (for example, company-to-company exchanges which are likely to develop), and they shall encourage and facilitate such transfers in connection with the Space Station cooperation under this Agreement. Otherwise, such transfers are not covered by the terms and conditions of this Article. National laws and regulations shall apply to such transfers.
3. The Partners agree that transfers of technical data and goods under this Agreement shall be subject to the restrictions set forth in this paragraph. The transfer of technical data for the purposes of discharging the Partners' responsibilities with regard to interface, integration and safety shall normally be made without the restrictions set forth in this paragraph. If detailed design, manufacturing, and processing data and associated software is necessary for interface, integration or safety purposes, the transfer shall be made in accordance with paragraph 1 above, but the data and associated software may be appropriately

marked as set out below. Technical data and goods not covered by the restrictions set forth in this paragraph shall be transferred without restriction, except as otherwise restricted by national laws or regulations.

(a) The furnishing Cooperating Agency shall mark with a notice, or otherwise specifically identify, the technical data or goods that are to be protected for export control purposes. Such a notice or identification shall indicate any specific conditions regarding how such technical data or goods may be used by the receiving Cooperating Agency and its contractors and subcontractors, including (1) that such technical data or goods shall be used only for the purposes of fulfilling the receiving Cooperating Agency's responsibilities under this Agreement and the relevant MOUs, and (2) that such technical data or goods shall not be used by persons or entities other than the receiving Cooperating Agency, its contractors or subcontractors, or for any other purposes, without the prior written permission of the furnishing Partner State, acting through its Cooperating Agency.

(b) The furnishing Cooperating Agency shall mark with a notice the technical data that are to be protected for proprietary rights purposes. Such notice shall indicate any specific conditions regarding how such technical data may be used by the receiving Cooperating Agency and its contractors and subcontractors, including (1) that such technical data shall be used, duplicated, or disclosed only for the purposes of fulfilling the receiving Cooperating Agency's responsibilities under this Agreement and the relevant MOUs, and (2) that such technical data shall not be used by persons or entities other than the receiving Cooperating Agency, its contractors or subcontractors, or for any other purposes, without the prior written permission of the furnishing Partner State, acting through its Cooperating Agency.

(c) In the event that any technical data or goods transferred under this Agreement are classified, the furnishing Cooperating Agency shall mark with a notice, or otherwise specifically identify, such technical data or goods. The requested Partner State may require that any such transfer shall be pursuant to a security of information agreement or arrangement which sets forth the conditions for transferring and protecting such technical data or goods. A transfer need not be conducted if the receiving Partner State does not provide for the protection of the secrecy of patent applications containing information that is classified or otherwise held in secrecy for national security purposes.

No classified technical data or goods shall be transferred under this Agreement unless both parties agree to the transfer.

4. Each Partner State shall take all necessary steps to ensure that technical data or goods received by it under subparagraphs 3(a), 3(b), or 3(c) above shall be treated by the receiving Partner State, its Cooperating Agency, and other persons and entities (including contractors and subcontractors) to which the technical data or goods are subsequently transferred in accordance with the terms of the notice or identification. Each Partner State and Cooperating Agency shall take all reasonably necessary steps, including ensuring appropriate contractual conditions in their contracts and subcontracts, to prevent unauthorized use, disclosure, or retransfer of, or unauthorized access to, such technical data or goods. In the case of technical data or goods received under subparagraph 3(c) above, the receiving Partner State or Cooperating Agency shall accord such technical data or goods a level of protection

at least equivalent to the level of protection accorded by the furnishing Partner State or Cooperating Agency.

5. It is not the intent of the Partners to grant, through this Agreement or the relevant MOUs, any rights to a recipient beyond the right to use, disclose, or retransfer received technical data or goods consistent with conditions imposed under this Article.

6. Withdrawal from this Agreement by a Partner State shall not affect rights or obligations regarding the protection of technical data and goods transferred under this Agreement prior to such withdrawal, unless otherwise agreed in a withdrawal agreement pursuant to Article 28.

7. For the purposes of this Article, any transfer of technical data and goods by a Cooperating Agency to ESA shall be deemed to be destined to ESA, to all of the European Partner States, and to ESA's designated Space Station contractors and subcontractors, unless otherwise specifically provided for at the time of transfer.

8. The Partners, through their Cooperating Agencies, will establish guidelines for security of information.

Article 20

Treatment of Data and Goods in Transit

Recognizing the importance of the continuing operation and full international utilization of the Space Station, each Partner State shall, to the extent its applicable laws and regulations permit, allow the expeditious transit of data and goods of the other Partners, their Cooperating Agencies, and their users. This Article shall only apply to data and goods transiting to and from the Space Station, including but not limited to transit between its national border and a launch or landing site within its territory, and between a launch or landing site and the Space Station.

Article 21

Intellectual Property

1. For the purposes of this Agreement, "intellectual property" is understood to have the meaning of Article 2 of the Convention Establishing the World Intellectual Property Organization, done at Stockholm on 14 July 1967.

2. Subject to the provisions of this Article, for purposes of intellectual property law, an activity occurring in or on a Space Station flight element shall be deemed to have occurred only in the territory of the Partner State of that element's registry, except that for ESA-registered elements any European Partner State may deem the activity to have occurred within its territory. For avoidance of doubt, participation by a Partner State, its Cooperating Agency, or its related entities in an activity occurring in or on any other Partner's Space Station flight element shall not in and of itself alter or affect the jurisdiction over such activity provided for in the previous sentence.

3. In respect of an invention made in or on any Space Station flight element by a person who is not its national or resident, a Partner State shall not apply its laws concerning secrecy of inventions so as to prevent the filing of a patent application (for example, by imposing a delay or requiring prior authorization) in any other Partner State that provides for the protection of the secrecy of patent applications containing information that is classified or otherwise protected for national security purposes. This provision does not prejudice (a) the right of any Partner State in which a patent application is first filed to control the secrecy of such patent application or restrict its further filing; or (b) the right of any other Partner State in which an application is subsequently filed to restrict, pursuant to any international obligation, the dissemination of an application.

4. Where a person or entity owns intellectual property which is protected in more than one European Partner State, that person or entity may not recover in more than one such State for the same act of infringement of the same rights in such intellectual property which occurs in or on an ESA-registered element. Where the same act of infringement in or on an ESA-registered element gives rise to actions by different intellectual property owners by virtue of more than one European Partner State's deeming the activity to have occurred in its territory, a court may grant a temporary stay of proceeding in a later-filed action pending the outcome of an earlier-filed action. Where more than one action is brought, satisfaction of a judgment rendered for damages in any of the actions shall bar further recovery of damages in any pending or future action for infringement based upon the same act of infringement.

5. With respect to an activity occurring in or on an ESA-registered element, no European Partner State shall refuse to recognize a license for the exercise of any intellectual property right if that license is enforceable under the laws of any European Partner State, and compliance with the provisions of such license shall also bar recovery for infringement in any European Partner State.

6. The temporary presence in the territory of a Partner State of any articles, including the components of a flight element, in transit between any place on Earth and any flight element of the Space Station registered by another Partner State or ESA shall not in itself form the basis for any proceedings in the first Partner State for patent infringement.

Article 22

Criminal Jurisdiction

In view of the unique and unprecedented nature of this particular international cooperation in space:

1. Canada, the European Partner States, Japan, Russia, and the United States may exercise criminal jurisdiction over personnel in or on any flight element who are their respective nationals.

2. In a case involving misconduct on orbit that: (a) affects the life or safety of a national of another Partner State or (b) occurs in or on or causes damage to the flight element of another Partner State, the Partner State whose national is the

alleged perpetrator shall, at the request of any affected Partner State, consult with such State concerning their respective prosecutorial interests. An affected Partner State may, following such consultation, exercise criminal jurisdiction over the alleged perpetrator provided that, within 90 days of the date of such consultation or within such other period as may be mutually agreed, the Partner State whose national is the alleged perpetrator either:

- (1) concurs in such exercise of criminal jurisdiction, or
 - (2) fails to provide assurances that it will submit the case to its competent authorities for the purpose of prosecution.
3. If a Partner State which makes extradition conditional on the existence of a treaty receives a request for extradition from another Partner State with which it has no extradition treaty, it may at its option consider this Agreement as the legal basis for extradition in respect of the alleged misconduct on orbit. Extradition shall be subject to the procedural provisions and the other conditions of the law of the requested Partner State.
4. Each Partner State shall, subject to its national laws and regulations, afford the other Partners assistance in connection with alleged misconduct on orbit.
5. This Article is not intended to limit the authorities and procedures for the maintenance of order and the conduct of crew activities in or on the Space Station which shall be established in the Code of Conduct pursuant to Article 11, and the Code of Conduct is not intended to limit the application of this Article.

Article 23

Consultations

1. The Partners, acting through their Cooperating Agencies, may consult with each other on any matter arising out of Space Station cooperation. The Partners shall exert their best efforts to settle such matters through consultation between or among their Cooperating Agencies in accordance with procedures provided in the MOUs.
2. Any Partner may request that government-level consultations be held with another Partner on any matter arising out of Space Station cooperation. The requested Partner shall accede to such request promptly. If the requesting Partner notifies the United States that the subject of such consultations is appropriate for consideration by all the Partners, the United States shall convene multilateral consultations at the earliest practicable time, to which it shall invite all the Partners.
3. Any Partner which intends to proceed with significant flight element design changes which may have an impact on the other Partners shall notify the other Partners accordingly at the earliest opportunity. A Partner so notified may request that the matter be submitted to consultations in accordance with paragraphs 1 and 2 above.
4. If an issue not resolved through consultations still needs to be resolved, the concerned Partners may submit that issue to an agreed form of dispute resolution such as conciliation, mediation, or arbitration.

Article 24

Space Station Cooperation Review

In view of the long-term, complex, and evolving character of their cooperation under this Agreement, the Partners shall keep each other informed of developments which might affect this cooperation. Beginning in 1999, and every three years thereafter, the Partners shall meet to deal with matters involved in their cooperation and to review and promote Space Station cooperation.

Article 25

Entry into Force

1. This Agreement shall remain open for signature by the States listed in the Preamble of this Agreement.

2. This Agreement is subject to ratification, acceptance, approval, or accession. Ratification, acceptance, approval, or accession shall be effected by each State in accordance with its constitutional processes. Instruments of ratification, acceptance, approval, or accession shall be deposited with the Government of the United States, hereby designated as the Depositary.

3. (a) This Agreement shall enter into force on the date on which the last instrument of ratification, acceptance, or approval of Japan, Russia and the United States has been deposited. The Depositary shall notify all signatory States of this Agreement's entry into force.

(b) This Agreement shall not enter into force for a European Partner State before it enters into force for the European Partner. It shall enter into force for the European Partner after the Depositary receives instruments of ratification, acceptance, approval, or accession from at least four European signatory or acceding States, and, in addition, a formal notification by the Chairman of the ESA Council.

(c) Following entry into force of this Agreement for the European Partner, it shall enter into force for any European State listed in the Preamble that has not deposited its instrument of ratification, acceptance or approval upon deposit of such instrument. Any ESA Member State not listed in the Preamble may accede to this Agreement by depositing its instrument of accession with the Depositary.

4. Upon entry into force of this Agreement, the 1988 Agreement shall cease to be in force.

5. If this Agreement has not entered into force for a Partner within a period of two years after its signature, the United States may convene a conference of the signatories to this Agreement to consider what steps, including any modifications to this Agreement, are necessary to take account of that circumstance.

Article 26

Operative Effect as Between Certain Parties

Notwithstanding Article 25 (3)(a) above, this Agreement shall become operative as between the United States and Russia on the date they have expressed their consent to be bound by depositing their instruments of ratification, acceptance or approval. The Depositary shall notify all signatory States if this Agreement becomes operative between the United States and Russia pursuant to this Article.

Article 27

Amendments

This Agreement, including its Annex, may be amended by written agreement of the Governments of the Partner States for which this Agreement has entered into force. Amendments to this Agreement, except for those made exclusively to the Annex, shall be subject to ratification, acceptance, approval, or accession by those States in accordance with their respective constitutional processes. Amendments made exclusively to the Annex shall require only a written agreement of the Governments of the Partner States for which this Agreement has entered into force.

Article 28

Withdrawal

1. Any Partner State may withdraw from this Agreement at any time by giving to the Depositary at least one year's prior written notice. Withdrawal by a European Partner State shall not affect the rights and obligations of the European Partner under this Agreement.
2. If a Partner gives notice of withdrawal from this Agreement, with a view toward ensuring the continuation of the overall program, the Partners shall endeavour to reach agreement concerning the terms and conditions of that Partner's withdrawal before the effective date of withdrawal.
3. (a) Because Canada's contribution is an essential part of the Space Station , upon its withdrawal, Canada shall ensure the effective use and operation by the United States of the Canadian elements listed in the Annex. To this end, Canada shall expeditiously provide hardware, drawings, documentation, software, spares, tooling, special test equipment, and/or any other necessary items requested by the United States.

(b) Upon Canada's notice of withdrawal for any reason, the United States and Canada shall expeditiously negotiate a withdrawal agreement. Assuming that such agreement provides for the transfer to the United States of those elements required for the continuation of the overall program, it shall also provide for the United States to give Canada adequate compensation for such transfer.

4. If a Partner gives notice of withdrawal from this Agreement, its Cooperating Agency shall be deemed to have withdrawn from its corresponding MOU with NASA, effective from the same date as its withdrawal from this Agreement.

5. Withdrawal by any Partner State shall not affect that Partner State's continuing rights and obligations under Articles 16, 17, and 19, unless otherwise agreed in a withdrawal agreement pursuant to paragraph 2 or 3 above.

IN WITNESS WHEREOF the undersigned, being duly authorized thereto by their respective Governments, have signed this Agreement.

DONE at Washington, this 29th day of January, 1998. The texts of this Agreement in the English, French, German, Italian, Japanese, and Russian languages shall be equally authentic. A single original text in each language shall be deposited in the archives of the Government of the United States. The Depositary shall transmit certified copies to all signatory States. Upon entry into force of this Agreement, the Depositary shall register it pursuant to Article 102 of the Charter of the United Nations.

ANNEX

Space Station Elements to be Provided by the Partners

The Space Station elements to be provided by the Partners are summarized below and are further elaborated in the MOUs:

1. The Government of Canada, through CSA, shall provide:
 - as a Space Station infrastructure element, the Mobile Servicing Center (MSC);
 - as an additional flight element, the Special Purpose Dexterous Manipulator; and
 - in addition to the flight elements above, Space Station-unique ground elements.
2. The European Governments, through ESA, shall provide:
 - as a user element, the European pressurized laboratory (including basic functional outfitting);
 - other flight elements to supply and to reboost the Space Station; and
 - in addition to the flight elements above, Space Station-unique ground elements.
3. The Government of Japan shall provide:
 - as a user element, the Japanese Experiment Module (including basic functional outfitting, as well as the Exposed Facility and the Experiment Logistics Modules);
 - other flight elements to supply the Space Station; and
 - in addition to the flight elements above, Space Station-unique ground elements.
4. The Government of Russia, through RSA, shall provide:
 - Space Station infrastructure elements, including service and other modules;
 - as user elements, research modules (including basic functional outfitting) and attached payload accommodation equipment;
 - other flight elements to supply and to reboost the Space Station; and
 - in addition to the flight elements above, Space Station-unique ground elements.
5. The Government of the United States, through NASA, shall provide:
 - Space Station infrastructure elements, including a habitation module;
 - as user elements, laboratory modules (including basic functional outfitting), and attached payload accommodation equipment;
 - other flight elements to supply the Space Station; and

- in addition to the flight elements above, Space Station-unique ground elements.
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