

**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 United States of America (hereinafter referred to as the Parties)

Recognizing the history of strong mutual interest in the peaceful application of space research;

Recognizing the mutual benefit to be gained from working together in the peaceful uses of outer space;

Considering the desirability of enhanced cooperation between the Parties in space science, earth science, and global change research, with potential benefits for all nations;

Considering the respective interests of the Parties in the potential applications of space technologies;

Recognizing their commitments as members of the Missile Technology Control Regime (MTCR);

Affirming that any cooperation under this agreement will be in conformity with the terms of the MTCR Guidelines and Annex;

Have agreed as follows:

ARTICLE 1

The United States National Aeronautics and Space Administration (NASA) and the Brazilian Space Agency (AEB) are designated as the principal implementing agencies for this agreement. They may designate other agencies, as required, to develop cooperative programs in areas enumerated in Article 2.

ARTICLE 2

1. The Parties will identify areas of mutual interests and seek to develop cooperative programs in the peaceful uses of outer space and agree to work closely together to this end.

2. These cooperative programs may be undertaken, if mutually agreed and subject to the procedures set forth in Article 3, in the following areas:

A. Exchange of scientific data.

B. Joint research activities in:

(1) earth and atmospheric science;

(2) astrophysics;

- (3) space physics;
- (4) planetary science;
- (5) life and micro-gravity sciences; and
- (6) space applications.

C. Exploration of areas of possible complementary development of Brazilian and U.S. scientific instruments in which there is mutual interest.

3. The cooperative programs referred to in this article may be implemented by using:

- (1) satellite instrument observations and measurements;
- (2) ground-based observations;
- (3) sounding rocket and balloon measurements;
- (4) aircraft measurements;
- (5) investigations using the NASA Space Shuttle;
- (6) space-related research involving ground-based facilities; and
- (7) student and scientific exchange programs and educational activities.

ARTICLE 3

The specific terms and conditions for such cooperative programs will be established through implementing arrangements between the Principal Implementing Agencies that will include, inter alia, as appropriate, the nature and scope of the program and the individual and joint responsibilities of the agencies, along with their respective liabilities

ARTICLE 4

The Principal Implementing Agencies will consult, if appropriate, to review the implementation of cooperative programs undertaken pursuant to this Agreement, and to exchange views on potential areas of future cooperation.

ARTICLE 5

1. The Principal Implementing Agencies will be responsible for funding the costs of their respective responsibilities in cooperative programs undertaken under this Agreement.

2. These activities will be concluded in accordance with their respective national laws and regulations of each Party, and will be subject to the availability of funds appropriated for these purposes .

ARTICLE 6

This Agreement will be without prejudice to the cooperation of either Party with other States and International Organizations.

ARTICLE 7

In the event questions arise regarding implementation of this Agreement, the questions will be resolved by the Principal Implementing Agencies in the Federative Republic of Brazil and United States and, if necessary, referred to the heads of the Principal Implementing Agencies for resolution.

ARTICLE 8

1. Subject to its laws and regulations, each Party:

(a) will arrange for duty-free entry of equipment required for the implementation of agreed cooperative programs;

(b) will facilitate provision of the appropriate entry and residence documentation for the other Party's nationals who enter, exit, and reside within its territory in order to carry out activities under implementing arrangements established under this Agreement; and

(c) will facilitate the provision of aircraft over-flight clearances as necessary in order to carry out activities under implementing arrangements established under this Agreement.

2. Such arrangements shall be fully reciprocal.

ARTICLE 9

Nothing in this Agreement will be construed as granting or implying any rights to, or interest in, patents or inventions of the Parties, institutions acting on their behalf, or their contractors or subcontractors.

ARTICLE 10

The treatment of Intellectual Property created or furnished in the course of cooperative activities under this Agreement is provided for in the Annex, which will form an integral part of this Agreement, and will apply to all activities conducted under their auspices of this agreement unless agreed otherwise by the Parties or their Principal Implementing Agencies in writing.

ARTICLE 11

1. In the interest of encouraging participation in space exploration, investment and scientific activities, the Parties, themselves, or through their Principal Implementing Agencies, commit to the establishment, as part of the implementing arrangements, of a specific system of assuming responsibility for their respective losses and damages. The Parties shall ensure, consistent with their respective national laws, that contractors, subcontractors, and other participating entities associated with the Parties take part in this system of responsibility.

2. In the event of a claim arising out of their Convention on International Liability for Damage Caused by Space Objects (the "Liability Convention") of March 29, 1972, the Parties will consult promptly on any potential liability, on the apportionment of such liability, and on the defense of such claim.

ARTICLE 12

This Agreement may be amended through an exchange of diplomatic notes by the Parties.

ARTICLE 13

This Agreement, or any amendment to its text, will enter into force on the date the Parties have notified each other that their legal requirements for entry into force have been complied with. It will remain in force for ten years and may be extended upon mutual agreement of the Parties.

ARTICLE 14

1. This Agreement may be terminated by either Party through a diplomatic note, giving six months notice to the other Party. Such termination will not necessarily affect their execution of implementing arrangements under Article 3 that are in effect at the time the Agreement is terminated.

2. Applicable obligations under this Agreement will continue to apply to the execution of those implementing arrangements that may remain in effect after this Agreement is terminated.

Done at Brasília, this First day of March 1996, in duplicate, in the Portuguese and English languages, both texts being equally authentic.

ANNEX: INTELLECTUAL PROPERTY

Pursuant to Article 10 of this Agreement:

The Parties will ensure adequate and effective protection of Intellectual Property created or furnished under this Agreement. The Parties agree to notify one another in a timely fashion of any inventions or copyrighted works arising under this Agreement and to seek protection for such Intellectual Property in a timely fashion. Rights to such Intellectual Property will be allocated as provided in this Annex.

I. SCOPE

A. This Annex is applicable to all cooperation undertaken pursuant to this Agreement, except as otherwise specifically agreed by their Parties or their designees.

B. For purposes of this Agreement, "Intellectual Property" will have the meaning found in Article 2 of the convention establishing the World Intellectual Property Organization, done in Stockholm, July 14, 1967.

C. This Annex addresses the allocation of rights, interests, and royalties between the Parties. Each Party will ensure that the other Party can obtain the rights to Intellectual Property allocated in accordance with this Annex, by obtaining those rights from its own participants through contracts or other legal means, if necessary. This Annex does not otherwise alter or prejudice the allocation between a Party and its participants, which will be determined by that Party's laws and practices.

D. Disputes concerning Intellectual Property arising under this Agreement should be resolved through discussions between the concerned participating institutions or, if necessary, the Parties or their designees. Upon mutual agreement of the Parties, a dispute will be submitted to an Arbitral Tribunal for binding arbitration in accordance with the applicable rules of international law. Unless the Parties or their designees agree otherwise in writing, the arbitration rules of Uncitral will govern.

E. Termination or expiration of this Agreement will not affect rights or obligations under this Annex.

II. ALLOCATION OF RIGHTS

A. The Parties, or their designated implementing agencies, in accordance with Article I of this Agreement, will be entitled to a nonexclusive, irrevocable, royalty-free license in all countries to translate, reproduce, and publicly distribute scientific and technical journal articles, reports and books directly arising from cooperation under this Agreement. All publicly distributed copies of a copyrighted work prepared under this provision will indicate the names of the authors of the work unless an author explicitly declines to be named.

B. Rights to all forms of Intellectual Property, other than those rights described in Section II(A) above, will be allocated as follows:

1. Visiting researchers and scientists visiting primarily in furtherance of their education will receive Intellectual Property Rights under the policies of the host institution. In addition, each visiting researcher or scientist named as an inventor will be entitled to share in a portion of any royalties earned by the host institution from the licensing of such Intellectual Property.

2. (a) For Intellectual Property created during joint research with participation from the two Parties, for example, when the Parties, participating institutions, or participating personnel, have agreed in advance on the scope of work, each Party will be entitled to obtain all rights and interests in its own country. Rights and interests in third countries will be determined in implementing arrangements concluded pursuant to Article 3 of this Agreement. If research is not designated as "joint research" in the relevant implementing arrangements concluded pursuant to Article 3 of this Agreement, rights to Intellectual Property arising from the research

will be allocated in accordance with Section IIB I above. In addition, each person named as an inventor will be entitled to share in a portion of any royalties earned by their institution from the licensing of the property.

(b) Notwithstanding Paragraph 2 (a) above, if a type of Intellectual Property is available under the laws of one Party but not the other Party, the Party whose laws provide for this type of protection will be entitled to all rights and interests in all countries which provide rights to such Intellectual Property. Persons named as inventors of the Property will nonetheless be entitled to royalties as provided in Paragraph 2 (a) above.

III. BUSINESS-CONFIDENTIAL INFORMATION

In the event that information identified in a timely fashion as Business-Confidential is furnished or created under the Agreement, each Party and its participants will protect such information in accordance with applicable laws, regulations, and administrative practice. Information may be identified as "Business-Confidential" if a person having information may derive an economic benefit from it or may obtain a competitive advantage over those who do not have it, the information is not generally known or publicly available from other sources, and the owner has not previously made the information available without imposing in a timely manner an obligation to keep it confidential.