

FRAMEWORK AGREEMENT
BETWEEN
THE GOVERNMENT OF THE
UNITED STATES OF AMERICA
AND
THE GOVERNMENT OF THE FRENCH REPUBLIC
FOR COOPERATIVE ACTIVITIES
IN THE EXPLORATION AND USE OF OUTER SPACE
FOR PEACEFUL PURPOSES

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The Governments of the United States of America and of the French Republic, hereinafter referred to collectively as "the Parties" or individually as "Party";

Recognizing a mutual interest in the exploration and use of outer space for peaceful purposes;

Taking note of the long-term successful cooperation that has existed among the U.S. National Aeronautics and Space Administration (hereinafter referred to as "NASA"), the U.S. National Oceanic and Atmospheric Administration (hereinafter referred to as "NOAA"), and the Centre National d'Etudes Spatiales (hereinafter referred to as "CNES");

Recalling the Agreement Among the Government of Canada, the 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, done at Washington on 29 January, 1998, (hereinafter referred to as the "IGA");

Considering the provisions of the Treaty on Principles Governing the Activities of States in the Exploration and Use of Outer Space, including the Moon and other Celestial Bodies, of 27 January 1967, and of other multilateral treaties and agreements on the exploration and use of outer space, to which both the Governments of the United States of America and of the French Republic are Parties;

Considering the desirability of enhanced cooperation between the Parties in human space flight, space science, Earth science, and other activities;

Expressing their satisfaction with the accomplishments resulting from cooperative activities in space exploration, science, technology, and applications, as well as their desire to continue to expand cooperation in these fields;

Desiring to establish an overall legal framework to facilitate the conclusion of Implementing Arrangements for cooperation between their Implementing Agencies;

Have agreed as follows:

ARTICLE 1 - SCOPE OF ACTIVITIES

1. The Parties shall identify areas of mutual interest and seek to develop cooperative activities in the exploration and peaceful uses of outer space and shall work closely together to this end.
2. These cooperative activities may be undertaken, as mutually agreed and subject to the provisions of this Framework Agreement (hereinafter "Agreement"), and the specific terms and conditions of Implementing Arrangements set forth pursuant to Article 2, in the following areas:

- A. Exploration systems;
- B. Space operations;
- C. Earth observation and monitoring;
- D. Science and space research; and
- E. Other relevant areas **as** agreed between the Parties.

3. These cooperative activities may be implemented using:

- A. Spacecraft and space research platforms;
- B. Scientific instruments onboard spacecraft and space research platforms;
- C. Sounding rocket and scientific balloon flights and campaigns;
- D. Aircraft flights and campaigns;
- E. Ground-based antennas for tracking and data acquisition;
- F. Ground-based space research facilities;
- G. Exchanges of scientific personnel;
- H. Exchanges of scientific data;
- I. Education and public outreach activities and;
- J. Other forms of cooperation **as** agreed between the Parties.

4. These cooperative activities may take place on the surface of the Earth, in air space, or in outer space. The Parties intend that the activities will be performed on a cooperative basis involving no exchange of funds.

5. All cooperative activities under this Agreement shall be conducted in a manner consistent with the respective laws and regulations of each Party and in accordance with applicable international law.

6. This Agreement shall not apply to activities undertaken pursuant to the IGA or any subsequent agreement that modifies, or is concluded, pursuant to the IGA.

ARTICLE 2 - IMPLEMENTING AGENCIES AND ARRANGEMENTS

The specific terms and conditions for cooperative activities described in Article 1 shall be set forth in Implementing Arrangements between the Implementing Agencies for this Agreement. The United States of America has identified NASA and NOAA as Implementing Agencies. The French Republic has identified *CNES* as the Implementing Agency. Either Party may elect to designate additional Implementing Agencies for specific cooperative activities under this Agreement. In such a case, that Party shall duly notify the other regarding the designated Implementing Agency in charge of these activities through appropriate diplomatic channels.

Implementing Arrangements shall include, as appropriate, provisions, *inter alia*, related to the nature and scope of the program and the individual and cooperative responsibilities of the Implementing Agencies, consistent with the provisions of this Agreement. The Implementing Arrangements shall refer to and be subject to this Agreement, unless the Governments agree otherwise. The Parties shall endeavor to ensure that their respective Implementing Agencies

make all reasonable efforts to comply with the undertakings contained in the Implementing Arrangements.

ARTICLE 3 - FINANCIAL ARRANGEMENTS

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

ARTICLE 4 - CUSTOMS, ENTRY AND TEMPORARY RESIDENCE, AND OVERFLIGHT

1. In accordance with its national laws and regulations, each Party shall arrange free customs clearance and waiver of all applicable duties and taxes for the import or export of equipment and related goods by the Implementing Agency of the other Party or on its behalf as necessary to carry out activities under this Agreement. In the event that any customs fees or taxes of any kind are nonetheless levied on such equipment and related goods, such customs fees or taxes shall be borne by the Party levying such fees or taxes.

2. In accordance with its national laws and regulations, each Party shall facilitate the provision of the appropriate entry and residence documentation for the other Party's representatives who enter, exit and reside within its territory in order to carry out activities under this Agreement. The Parties acknowledge, however, that such representatives may be subject to certain other administrative requirements, such as badging or security procedures for access to certain facilities.

3. In accordance with its national laws and regulations, each Party shall facilitate the provision of aircraft or scientific balloons overflight clearances as necessary in order to carry out activities under this Agreement.

ARTICLE 5 - TRANSFER OF GOODS AND TECHNICAL DATA

The Parties are obligated to transfer only such technical data (including software) and goods necessary to fulfill their respective responsibilities under this Agreement, in accordance with the following provisions, notwithstanding any other provisions of this Agreement or of any of its Implementing Arrangements.

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

2. The transfer of technical data pursuant to an Implementing Arrangement, with regard to interface, integration, and safety shall normally be made without restriction, except as provided in paragraph 1, above.

3. All transfers of goods and proprietary or export-controlled technical data are subject to the following provisions:

A. In the event an Implementing Agency or its related entity (including but not limited to contractor, subcontractor, sponsored entity, cooperating 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.

B. The identification for goods and the marking on proprietary or export-controlled technical data shall indicate that the goods and proprietary or export-controlled technical data will be used by the receiving Implementing Agency or related entity only for the purposes of fulfilling the receiving Implementing Agency's or related entity's responsibilities 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 Implementing Agency or its related entity.

C. The receiving Implementing Agency, or 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.

D. Each Implementing Agency shall ensure that its related entities are bound by the provisions of this Article related to use, disclosure, and retransfer of identified goods and marked technical data.

4. All goods exchanged pursuant to any Implementing Arrangement shall be used by the receiving Implementing Agency or related entity exclusively for the purposes of that Implementing Arrangement. Upon completion of the activities under that Implementing Arrangement, the receiving Implementing Agency or related entity shall return all goods and marked proprietary technical data or marked export-controlled technical data, as directed by the furnishing Implementing Agency or related entity, unless otherwise agreed between the Implementing Agencies or their related entities.

ARTICLE 6 - INTELLECTUAL PROPERTY RIGHTS

1. For the purposes of this Article, the term "Related Entity" includes but is not limited to, at any tier, contractors, subcontractors, sponsored entities or cooperating entities of a Party and "Party" includes the Implementing Agency of that Party.

2. PATENTS

A. 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 of a Party or its Related Entities made prior to the entry into force of, or outside the scope of, this Agreement, including any patents or other forms of protection (in any country) corresponding to such inventions.

B. Any rights to, or interest in, any invention made in the performance of this Agreement solely by one Party or any of its Related Entities, including any patents or other forms of protection (in any country) corresponding to such invention, shall be owned by such Party or, subject to paragraph 2.D of this Article, such Related Entity.

C. 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 in the performance of this Agreement, the Parties shall, in good faith, consult and agree, in accordance with each Party's national laws and regulations as to: a) the allocation of rights to, or interest in, such joint invention, including any patents or other forms of protection (in any country) corresponding to such joint invention taking into account, *inter alia*, their respective contributions; b) the responsibilities, costs, and actions to be taken to establish and maintain patents or other 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.

D. With respect to all inventions created in the performance of this Agreement and involving a Related Entity, allocation of rights between a Party and its Related Entity to such invention, including any patents or other forms of protection (in any country) corresponding to such invention, shall be determined by such Party's laws, regulations, and applicable contractual obligations.

3. COPYRIGHTS

A. 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 copyrights of a Party or its Related Entities created prior to the entry into force of, or outside the scope of, this Agreement.

B. Any copyrights in works created solely by one Party or any of its Related Entities, as a result of activities undertaken in performance of this Agreement, shall be owned by such Party or Related Entity. Allocation of rights between such Party and its Related Entities to such copyrights shall be determined by such Party's laws, regulations, and applicable contractual obligations.

C. For any jointly authored work, 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 copyrights and maintain copyright protection (in any country).

D. Subject to the provisions of Articles 5 and 7 (Transfer of Goods and Technical Data, and Publication of Public Information and Results), each Party shall have, for its own purposes, a non exclusive, irrevocable, royalty free right to reproduce, prepare derivative works from, display publicly and distribute to the public copies of any copyrighted work resulting from joint activities undertaken in the performance of this Agreement. Each Party has the right in addition to

authorize its Related Entities to reproduce, prepare derivative works from, display publicly and distribute to the public copies of such copyrighted work for its own purposes and under its direction. Specific implementing provisions may be included, if appropriate, in the Implementing Arrangements. Mention of the name of the author shall be acknowledged in each copyrighted work.

ARTICLE 7 – PUBLICATION OF PUBLIC INFORMATION AND RESULTS

1. The Parties retain the right to release public information regarding their own activities under this Agreement. Subject to the provisions of paragraph 3 hereafter, 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. Appropriate acknowledgment shall be made by both Parties of their respective roles.

2. A. The Parties shall make the scientific results obtained under this Agreement 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 each Party's laws and regulations and with good scientific practices.

B. Each Party shall have for its own purposes an irrevocable, royalty free right to reproduce, prepare derivative works from, distribute to the public copies of and present publicly the scientific results included in each such publication or presentation. Each Party has the right in addition to authorize its Related Entities (as defined in Article 6) to undertake these activities for its own purposes and under its direction. The royalty free right shall exist irrespective of any copyright protection applicable to each such publication or presentation.

C. The Implementing Agencies shall include data sharing provisions 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 5 (Transfer of Goods and Technical Data) of this Agreement which is export-controlled, classified 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 8 - EXCHANGE OF PERSONNEL

To facilitate coordination related to activities conducted under this Agreement, the Implementing Agencies may support the exchange of a limited number of personnel, at a time and under conditions mutually agreed between them. Such arrangements may include provision of office space and administrative support at the host location. Unless agreed otherwise, salary and all other expenses shall be borne by the sending Implementing Agency for the duration of the assignment.

ARTICLE 9 – CROSS-WAIVER OF LIABILITY

With respect to cooperative activities performed under this Agreement, the Parties agree that a comprehensive cross-waiver of liability between the Parties and their Related Entities will further participation in space exploration and use. The cross-waiver of liability shall be broadly construed to achieve this objective. The terms of the waiver are set out below:

A. As used in this Article:

- (1). The term “Party” means each Party to this Agreement, including their respective Implementing Agencies;
- (2). The term “Related Entity” means:
 - (i) a contractor, subcontractor, cooperating entity or sponsored entity of a Party at any tier;
 - (ii) a user or customer of a Party at any tier;
 - (iii) a contractor or subcontractor of a user or customer or cooperating entity or sponsored entity of a Party at any tier; or
 - (iv) scientific investigators.

The term “Related Entity” may also apply to a State, an international organization or an agency or institution of a State, having the same relationship to a Party as described in article 9.A.2(i) through 9.A.2(iv) above or otherwise engaged in the implementation of Protected Space Operations as defined in article 9.A.6 below.

The terms “contractors” and “subcontractors” include suppliers of any kind.

- (3). 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.
- (4). The term “launch vehicle” means an object or any part thereof intended for launch, launched from Earth into air space or outer space, or returning to Earth which carries payloads or persons, or both;
- (5). The term “payload” means all property to be flown or used on or in a launch vehicle; and,
- (6). The term “Protected Space Operations” means all activities pursuant to this Agreement, or any Implementing Arrangement concluded hereunder, 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. It includes, but is not limited to:

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.

B. (1). 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 (i) through (iii) 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, including but not limited to delict and tort, and contract, against:

- (i) the other Party;
- (ii) a Related Entity of the other Party;
- (iii) the employees of any of the entities identified in sub-paragraphs (i) and (ii) immediately above.

(2). In addition, each Party shall extend the cross-waiver of liability **as** set forth in sub-paragraph 9.B.1 above to its own Related Entities by requiring them, by contract or otherwise, to agree to

- (i) waive all claims against the entities or persons identified in sub-paragraphs 9.B. 1(i) through 9.B. 1(iii) above,
- (ii) require that their Related Entities waive all claims against the entities or persons identified in sub-paragraphs 9.B. 1(i) through 9.B. 1(iii) above.

(3). For avoidance **of** doubt, this cross-waiver of liability shall be applicable to claims arising from the Convention on International Liability for Damage Caused by Space Objects, which entered into force on 1 September, 1972 (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.

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

- (i) claims ~~between~~ a **Party** and its own Related ~~Entity~~ **Entity** ~~or between~~ its own Related **Entities**;
- (ii) claims made by a natural person, his/her estate, survivors, or subrogees for bodily injury, other impairment of health or death of such natural person, except where a subrogee is a **Party** or an agency of a **Party**;
- (iii) claims for damage caused by willful misconduct;
- (iv) intellectual property claims;
- (v) claims for damage resulting from a failure of the Parties to extend the cross-waiver of **liability as set forth in sub-paragraph 9.B.2** or from a failure of the **Parties** to ensure *that* their Related Entities extend the cross-waiver of **liability as set forth in sub-paragraph 9.B.2**; or
- (vi) contract claims ~~between~~ the Parties based on express contractual provisions.

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

(6). 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 defence of any such claims.

ARTICLE 10 – REGISTRATION OF SPACE OBJECTS

In Implementing Arrangements involving a launch, the Implementing Agencies shall agree as to which shall 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 of 14 January, 1975 (the Registration Convention). Registration pursuant to this Article shall not affect the rights or obligations of either **Party** under the Liability Convention.

ARTICLE 11 – CONSULTATIONS – SETTLEMENT OF DISPUTES

1. The Implementing Agencies shall consult, as necessary and appropriate, to review the implementation of cooperative activities conducted in accordance with this Agreement and to exchange views on potential areas of future cooperation.
2. In the event questions arise regarding the implementation of cooperative activities conducted in accordance with this Agreement, the appropriate program managers of the Implementing Agencies shall endeavor to resolve the questions. If they are unable to come to an agreement, then the matter shall be referred to a more senior level of the Implementing Agencies or to their designated representatives for cooperative resolution.
3. Any disputes arising under any Implementing Arrangements shall be settled amicably by the Implementing Agencies.
4. If the Implementing Agencies are unable to settle the dispute, either may request that the Governments consult with each other on the dispute to reach an amicable resolution.

ARTICLE 12 - EFFECT ON OTHER AGREEMENTS

This Agreement shall not prejudice existing agreements between the Parties, or the ability of the Parties to conclude other agreements or arrangements regarding matters outside the scope of this Agreement, as mutually agreed. This Agreement shall be without prejudice to cooperation of either Party or its Implementing Agencies with other states and international organizations.

ARTICLE 13 - AMENDMENTS

This Agreement may be amended or extended through mutual written agreement by the Parties.

ARTICLE 14 - ENTRY-INTO-FORCE AND DURATION

1. Each Party shall notify the other of the completion of all internal procedures necessary for the entry into force of this Agreement, which shall enter into force on the date of the last notification.
2. This Agreement shall remain in force for ten (10) years unless terminated in accordance with Article 15. Thereafter, it shall be extended automatically for additional five-year periods, unless one Party gives the other Party six months written notification of its intention not to extend the Agreement.

ARTICLE 15 - TERMINATION

1. Either Party may terminate this Agreement by providing at least six months written notice to the other Party.
2. Notwithstanding the termination or expiration of this Agreement, its provisions shall continue to apply to any Implementing Arrangements in effect at the time of termination or expiration, for the duration of such Implementing Arrangements.
3. Notwithstanding the termination or expiration of this Agreement, the obligations of the Parties set forth in Articles 5, 6, and 9 of this Agreement (concerning Transfer of ~~Goods~~ and Technical Data, Intellectual Property ~~Rights~~, and Cross-waiver of Liability) shall remain in effect.

Done in Paris, this 23rd day of January, 2007, in duplicate, in the English and French languages, both texts being equally authentic.

FOR THE GOVERNMENT OF
THE UNITED STATES OF AMERICA :



FOR THE GOVERNMENT OF
THE FRENCH REPUBLIC :

