

SPACE COOPERATION

Dawn Mission

**Agreement Between the
UNITED STATES OF AMERICA
and ITALY**

Effected by Exchange of Notes at
Rome July 2 and 6, 2007

with

Memorandum of Understanding



NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89—497, approved July 8, 1966
(80 Stat. 271; 1 U.S.C. 113)—

“ . . .the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof.”

ITALY

Space Cooperation: Dawn Mission

*Agreement effected by exchange of notes
at Rome July 2 and 6, 2007;
Entered into force July 6, 2007.
With memorandum of understanding.*

No. 530

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of the Italian Republic and refers to the recent discussions between representatives of the Government of the United States and the Government of Italy concerning the terms and conditions whereby cooperation on the NASA Dawn Asteroid Rendezvous mission will be undertaken between the National Aeronautics and Space Administration (NASA) and the Italian Space Agency (ASI).

The Embassy proposes that cooperation between the two Governments on this project shall be in accordance with the terms and conditions set forth in the attached Memorandum of Understanding, signed April 30 and May 16, 2007, between NASA and ASI.

If the foregoing proposal is acceptable to the Government of Italy, the Embassy proposes that this note, including the attached Memorandum of Understanding, and the Ministry's note in reply shall constitute an agreement between the two Governments which shall enter into force on the date of the Ministry's reply and shall remain in force until the termination of the Memorandum of Understanding, in accordance with the terms thereof.

The Embassy of the United States of America takes this opportunity to renew to the Ministry of Foreign Affairs of the Italian Republic the assurances of its highest consideration.

Embassy of the United States of America,

Rome, July 2, 2007

DIPLOMATIC NOTE



P-USA
P-229/253141

Ministero degli Affari Esteri

6 LUG. 2007

NOTA VERBALE

Il Ministero degli Affari Esteri presenta i suoi complimenti all'Ambasciata degli Stati Uniti d'America e, in riferimento alla Nota Verbale di codesta Ambasciata n. 530 del 02 luglio 2007, relativa alla missione spaziale NASA/ASI "Dawn Mission", ha l'onore di comunicare quanto segue.

Il Ministero degli Affari Esteri prende atto della richiesta formulata da codesta Ambasciata e fa presente di accettare la proposta contenuta nella citata Nota Verbale che recita quanto segue:

"The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of the Italian Republic and refers to the recent discussions between representatives of the Government of the United States and the Government of Italy concerning the terms and conditions whereby cooperation on the NASA Dawn Asteroid Rendezvous mission will be undertaken between the National Aeronautics and Space Administration (NASA) and the Italian Space Agency (ASI).

The Embassy proposes that cooperation between the two Governments on this project shall be in accordance with the terms and conditions set forth in the attached Memorandum of Understanding, signed April 30 and May 16, 2007, between NASA and ASI.

If the foregoing proposal is acceptable to the Government of Italy, the Embassy proposes that this note, including the attached Memorandum of Understanding, and the Ministry's note in reply shall constitute an agreement between the two Governments which shall enter into force on the date of the Ministry's reply and shall remain in force until the termination of the Memorandum of Understanding, in accordance with the terms thereof.

The Embassy of the United States of America takes this opportunity to renew to the Ministry of Foreign Affairs of the Italian Republic the assurances of its highest consideration".

Il Ministero degli Affari Esteri si avvale dell'occasione per esprimere all'Ambasciata degli Stati Uniti d'America i sensi della sua alta considerazione.

Ambasciata degli Stati Uniti d'America
ROMA





Translation

Ministry of Foreign Affairs

No. P-USA P-229/253141

July 6, 2007

Note Verbale

The Ministry of Foreign Affairs presents its compliments to the Embassy of the United States of America and, in reference to the Embassy's note verbale No. 530 of July 2, 2007, relating to the NASA/ASI [Italian Space Agency] space mission entitled "Dawn Mission," has the honor to communicate the following.

The Ministry of Foreign Affairs takes due note of the Embassy's request, and hereby informs it that the Ministry accepts the proposal contained in the above-mentioned note verbale, which reads as follows:

[The text of U.S. note No. 530 of July 2, 2007, is provided in English only]

The Ministry of Foreign Affairs avails itself of this opportunity to express to the Embassy of the United States of America the assurances of its high consideration.

[Initialed]

[Ministry stamp]

Embassy of the United States of America,
Rome.

MEMORANDUM OF UNDERSTANDING

BETWEEN THE

UNITED STATES
NATIONAL AERONAUTICS AND SPACE ADMINISTRATION

AND THE

ITALIAN SPACE AGENCY

CONCERNING THE

DAWN MISSION

Preamble

The United States National Aeronautics and Space Administration (hereinafter referred to as "NASA"), and

The Italian Space Agency (hereinafter referred to as "ASI"),

Collectively hereinafter referred to as "the Parties":

CONSIDERING that NASA is developing the Dawn mission as part of its Discovery program;

RECALLING that the Dawn mission was selected in January 2001 under a Discovery Program Announcement of Opportunity (AO-00-OSS-02);

CONSIDERING that an Italian scientific payload, named the Visual InfraRed Mapping Spectrometer (VIR-MS), is part of the selected Dawn mission;

CONSIDERING that NASA is engaged in a vigorous, long-term exploration program that is designed to improve our understanding of how planets formed during the earliest epoch of the solar system;

CONSIDERING that ASI is upgrading its key international role in space exploration and is interested in joining with NASA as a participant on the Dawn mission;

RECALLING the interim agreement of December 19, 2003, between NASA and ASI for the VIR-MS instrument on Dawn;

HAVE AGREED as follows:

Article 1 - Scope

- 1.1 This Memorandum of Understanding (MOU) defines the responsibilities, as well as the terms and conditions, by which the cooperation between the Parties shall be conducted within the framework of NASA's Dawn mission.
- 1.2 The primary activities addressed in this MOU concern scientific cooperation through the provision by ASI of the Italian VIR-MS instrument for NASA's Dawn mission.

Article 2 - The Dawn Mission

- 2.1 NASA's Dawn mission consists of a spacecraft carrying a scientific payload designed to perform remote comparative planetology investigations. Dawn is planned for launch no earlier than June 2007 on a U.S. Delta II expendable launch vehicle from the U.S. Cape Canaveral Air Station in Florida. Dawn is intended to observe two of the most massive asteroids known, Vesta and Ceres, along with possible additional celestial bodies.

Article 3 - Scientific Investigations

- 3.1 Dawn is expected to significantly increase our understanding of the conditions and processes acting on the solar system during its earliest epoch by examining the geophysical properties of protoplanets Vesta and Ceres, in the main asteroid belt.
- 3.2 The primary Dawn science instruments are as follows:
 - VIR-MS – Provided by the Italian Space Agency (ASI)
 - Framing Camera - Provided by the German Aerospace Center (DLR)
 - Gamma Ray and Neutron Detector – Provided by the U.S. Los Alamos National Laboratory (LANL)
- 3.3 Science and other activities shall be accomplished using the three onboard instruments and the telecommunications system for gravity science.

Article 4 - Programmatic Responsibilities of ASI

ASI shall use reasonable efforts to fulfill the responsibilities below:

- 4.1 Develop, test, calibrate, and deliver the VIR-MS instrument and support its operations throughout the life of the mission.
- 4.2 Participate in the integration of the VIR-MS into the Dawn spacecraft.
- 4.3 Support its co-investigators' participation in the VIR-MS Investigation Team and oversee the technical and scientific activities of the VIR-MS Investigation Team.
- 4.4 Support post-launch science and spacecraft operations through mission completion, specifics for which will be agreed to in due time between NASA and ASI.
- 4.5 Conduct the planned investigations and publish scientific results.
- 4.6 Implement planetary protection requirements, as necessary, if and when specific requirements are provided by NASA in the planetary protection implementation plan.

Article 5 - Programmatic Responsibilities of NASA

NASA shall use reasonable efforts to fulfill the responsibilities below:

- 5.1 Manage and conduct the Dawn project throughout the life of the mission.
- 5.2 Develop, integrate, test, and launch the Dawn spacecraft.

- 5.3 Make available to ASI, interface control and requirements documents for the ASI-provided VIR-MS, as necessary, for the successful completion of the Dawn project.
- 5.4 Support the Dawn Project Science Group, comprised of members of all Dawn Science Teams, including the VIR-MS Investigation Team.
- 5.5 Consistent with the Committee on Space Research (COSPAR) guidelines, if necessary, provide ASI with specific planetary protection guidance and requirements through a planetary protection implementation plan.

Article 6 - Rights in and Distribution of Scientific Data

- 6.1 All release of Dawn data by the Dawn investigation teams, including the VIR-MS science team, shall comply with the policies for release of data and public information as stated in the NASA Discovery Program Data Management Plan and in the Dawn Project Science Data Management Plan, which have been approved by NASA. Within the six-month period defined in paragraph 6.2 below, all scientific and ancillary Dawn data records, including VIR-MS data, shall be submitted to NASA's Planetary Data System (PDS) in accordance with PDS standards and policies on suitable data levels.
- 6.2 Science data obtained by the VIR-MS co-investigators shall be released to the international scientific community after a period of no longer than six months. The six-month proprietary period begins with the receipt by the VIR-MS investigators of usable science data, ground-based and flight calibration data, and any associated Dawn data in a form suitable for analysis. On or before the end of this period, the scientific data shall become publicly available as specified in 6.1 above.
- 6.3 Copies of all publications and reports detailing the scientific results of the Dawn mission investigations shall be provided to the PDS, as well as the data modules on which they are based. The PDS shall, in turn, submit these publications and reports to NASA's National Space Science Data Center (NSSDC), where appropriate. Such publications and reports shall include a suitable acknowledgement of the services afforded by the contributions or the cooperation of each Party.
- 6.4 The Parties shall have the right to use the data (processed and unprocessed) at any time for support of their respective responsibilities but shall not prejudice the mission investigators' first publication rights, which are established in accordance with paragraph 2 of this Article.
- 6.5 The Parties and their investigators at any level, including co-investigators, shall have immediate access to scientific data obtained by their respective investigations. The Parties shall work to ensure that all investigators have access to other telemetered science and engineering data relevant to the calibration/validation of the respective investigations.

Article 7 - Program and Project Management

This Article describes general management and organizational responsibilities. Each Party is responsible for the management of its activities as identified in Articles 4 and 5.

NASA Headquarters

- 7.1 The NASA Solar System Division Director, within the Science Mission Directorate, is responsible for the overall NASA Solar System Exploration Program, is supported by mission-specific program executives, and is responsible for oversight of all NASA Solar System robotic flight program activities, as well as formal programmatic liaison with ASI and liaison and coordination with other U.S. Government agencies.
- 7.2 The Dawn Program Executive is responsible for the definition, integration, and assessment of all activities related to the Dawn mission.
- 7.3 The Discovery Program Scientist is the primary point of contact for international discussions of Discovery Program science policy. Mission-specific NASA program scientists, such as the Dawn Program Scientist, support this point of contact.
- 7.4 The NASA Planetary Protection Officer prescribes planetary protection policies, plans, standards, and procedures to prevent forward and backward planetary contamination and for monitoring their implementation and successful completion.
- 7.5 The Dawn Program Executive is the principal point of contact for NASA in the performance of this MOU.

NASA Center Project Management

- 7.6 NASA has designated NASA's Jet Propulsion Laboratory (JPL) to lead the formulation and implementation of the Dawn mission. A Dawn Project Office has been established for this purpose, and a Dawn Project Manager has been assigned. This Project Office is part of the Discovery Program Office, located at NASA's Marshall Space Flight Center (MSFC).

ASI Headquarters

- 7.7 The ASI Headquarters Observation of the Universe is responsible for overall programmatic and science management of the ASI-sponsored solar system exploration activities. The Dawn Project Office is responsible for all activities regarding NASA Dawn cooperation. ASI has designated a VIR-MS Program/Project Manager and VIR-MS Program/Project Scientist to manage ASI contributions to Dawn. ASI also has designated a contract manager to manage the primary VIR-MS implementation contract.

7.8 The Dawn Program/Project Scientist is the principal point of contact for ASI in the performance of this MOU.

VIR-MS Statement of Work

7.9 The programmatic, scientific, and technical implementation and coordination between both Parties shall be described in the VIR-MS Statement of Work (SOW). The VIR-MS SOW shall contain schedules and detailed statements as to how the cooperation and primary objectives of the Parties, as outlined in this MOU, shall be accomplished.

Article 8 - Transfer of Goods and Technical Data

The Parties are obligated to transfer only those technical data (including software) and goods necessary to fulfill their respective responsibilities under this MOU, in accordance with the following provisions, notwithstanding any other provision of this agreement:

8.1 All activities of the Parties shall be carried out in accordance with their national laws and regulations, including those relating to export control and the control of classified information.

8.2 The transfer of technical data for the purpose of discharging the Parties' responsibilities with regard to interface, integration, and safety shall normally be made without restriction, except as provided in paragraph 1 of this Article.

8.3 All transfers of goods and proprietary or export-controlled technical data are subject to the following provisions. In the event a Party or its related entity (e.g.; contractor, subcontractor, grantee, 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. 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 shall be used by the receiving Party or related entities only for the purposes of fulfilling the receiving Party's or related entity's responsibilities under this MOU, and that the identified goods and marked proprietary technical data or marked export-controlled technical data shall not be disclosed or retransferred to any other entity without the prior written permission of the furnishing Party or its related entity. The receiving Party 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. The Parties to this MOU shall cause their related entities to be bound by the provisions of this Article related to use, disclosure, and retransfer of goods and marked technical data through contractual mechanisms or equivalent measures.

- 8.4 All goods exchanged in the performance of this MOU shall be used by the receiving Party or related entity exclusively for the purposes of this MOU. Upon completion of the activities under this MOU, the receiving Party or related entity shall return or, at the request of the furnishing Party or its related entity, otherwise dispose of all goods and marked proprietary technical data or marked export-controlled technical data provided under this MOU, as directed by the furnishing Party or related entity.

Article 9 – Intellectual Property

- 9.1 For the purposes of this Article, “Related Entity” includes but is not limited to contractors, subcontractors, grantees, or cooperating entities (or any lower tier contractor, subcontractor, grantee, or cooperating entities) of a Party.
- 9.2 Patents
- a. Nothing in this MOU 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 MOU, 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 MOU 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 MOU. Nevertheless, in the event that an invention is jointly made by the Parties in the performance of this MOU, the Parties shall, in good faith, consult and agree 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; 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 any invention created in the performance of this MOU 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.

9.3 Copyrights

- a. Nothing in this MOU 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 MOU.
- 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 MOU, 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 8 and 10, each Party shall have an irrevocable, royalty-free right to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, and authorize others to do so on its behalf, any copyrighted work resulting from activities undertaken in the performance of this MOU for its own purposes, regardless of whether the work was created solely by, or on behalf of, that Party or jointly with the other Party, and without consulting with or accounting to the other Party.

Article 10 – Publication of Public Information and Results

- 10.1 The Parties retain the right to release public information regarding their own activities under this MOU. 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 MOU. As appropriate, full acknowledgement shall be made by both Parties of the role of the other Party in the Dawn mission.
- 10.2
 - a. The Parties shall make the final results obtained from the Dawn mission available to the general scientific community through publication in appropriate journals or by presentations at scientific conferences as soon as possible and in a manner consistent with good scientific practices.
 - b. Each Party shall have an irrevocable, royalty-free right to reproduce, prepare derivative works from, distribute to the public copies of, present publicly, and authorize others to do so on its behalf, the scientific information included in each such publication or presentation for its own purposes. The royalty-free right shall exist irrespective of any copyright protection applicable to each such publication or presentation.
- 10.3 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 8 of this MOU 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 11 - Financial Arrangements

- 11.1 Each Party shall bear the costs of discharging its respective responsibilities, including travel and subsistence of personnel and transportation of all equipment and other items for which it is responsible. The Parties obligations to carry out activities under the MOU are subject to the availability of appropriated funds. Should either Party encounter budgetary problems that may affect the activities to be carried out under this MOU, the Party encountering the problems shall notify and consult with the other Party as soon as possible in order to minimize the negative impact of such problems in cooperation.

Article 12 - Customs Clearance, Taxes, Immigration and Ownership

- 2.1 In accordance with the laws and regulations in force in each Party's respective country, each Party shall facilitate free customs clearance and waiver of all applicable customs duties and taxes for equipment and related goods necessary for the implementation of this MOU. In the event that any customs duties or taxes of any kind are nonetheless levied on such equipment and related goods, such customs duties or taxes shall be borne by the Party of the country levying such customs duties or taxes. The Parties' obligation to facilitate duty free entry and exit of equipment and related goods is fully reciprocal.
- 12.2 Subject to applicable laws and regulations, each Party shall facilitate provision of the appropriate entry and residence documentation for the other Party's personnel who enter, exit, or reside within its territory in order to carry out the activities under this MOU.
- 12.3 Equipment provided by ASI pursuant to this MOU shall remain the property of ASI. Equipment provided by NASA pursuant to this MOU shall remain the property of NASA.

Article 13 - Exchange of Technical Personnel

- 13.1 Each Party may temporarily locate a mutually agreed-upon number of its personnel at the other Party's respective facilities in the United States and Italy to participate in technical activities described in this MOU. Each Party shall provide workspace and necessary office equipment to accommodate the other Party's personnel that shall be temporarily located in the United States and Italy. Salary and all other personnel expenses, such as living and travel expenses, shall be borne by the employing Party of the technical representative(s) throughout the duration of their assignment. Arrangements for, and all conditions relating to, the personnel relationships, shall be agreed to and jointly documented in writing between NASA and ASI. These personnel shall comply with the safety and security rules and regulations of the hosting Party.

Article 14 - Liability

14.1 The Parties agree that a comprehensive cross-waiver of liability among the Parties and their related entities will further participation in space exploration, use, and investment. The cross-waiver of liability shall be broadly construed to achieve this objective. The terms of the waiver are set out below.

14.2 The following terms, as used in this Article are defined below:

- a. The term “Party” has the meaning specified in the Preamble;
- b. The term “related entity” means:
 - (i) a contractor, subcontractor, 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 sponsored entity of a Party at any tier; or
 - (iv) scientific investigators.

The term “related entity” may also include another State or an agency or institution of another State, where such State, agency, or institution is an entity as described in (i) through (iv) above or is otherwise involved in the activities undertaken pursuant to this MOU.

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

- c. 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.
- d. The term “launch vehicle” means an object or any part thereof intended for launch, launched from Earth, or returning to Earth that carries payloads or persons, or both;
- e. The term “payload” means all property to be flown or used on or in a launch vehicle; and
- f. The term “Protected Space Operations” means all activities pursuant to this MOU, including launch vehicle activities and payload activities on Earth, in outer space, or in transit between Earth and outer space. “Protected Space Operations” begin at the signature of this MOU and ends when all activities done in implementation of this MOU are completed. “Protected Space Operations” include, but are not limited to:

- (i) research, design, development, test, manufacture, assembly, integration, operation, or use of launch or transfer vehicles, payloads, or instruments, as well as related support equipment and facilities and services; and
- (ii) all activities related to ground support, test, training, simulation, or guidance and control equipment and related facilities or services.

The term “Protected Space Operations” excludes activities on Earth that are conducted on return from space to develop further a payload’s product or process for use other than for the joint activity in question.

- 14.3 a. Each Party agrees to a cross-waiver of liability pursuant to which each Party waives all claims against any of the entities or persons listed in subparagraphs (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, against:
- (i) the other Party;
 - (ii) a related entity of the other Party; or
 - (iii) the employees of any of the entities identified in subparagraphs (i) and (ii) immediately above.
- b. In addition, each Party shall extend the cross-waiver of liability, as set forth in subparagraph 14.3.a above, to its own related entities by requiring them, by contract or otherwise, to agree to waive all claims against the entities or persons identified in subparagraphs 14.3.a (i) through 14.3.a (iii) above.
- c. Notwithstanding the other provisions of this section, this cross-waiver of liability shall not be applicable to:
- (i) claims between a Party and its own related 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 the subrogee is a Party to this MOU or has otherwise agreed to be bound by the terms of this cross-waiver;
 - (iii) claims for damage caused by willful misconduct;
 - (iv) intellectual property claims;

- (v) claims for damage resulting from a failure of a Party to extend the cross-waiver of liability, as set forth in subparagraph 14.3.b, or from a failure of a Party to ensure that their related entities extend the cross-waiver of liability as set forth in subparagraph 14.3.b; or
 - (vi) contract claims between the Parties based on the express contractual provisions.
- d. Nothing in this Article shall be construed to create the basis for a claim or suit where none would otherwise exist.
- e. For avoidance of doubt, this cross-waiver of liability includes a cross-waiver of liability arising from the 1972 Convention on International Liability for Damage Caused by Space Objects, 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.
- f. In the event of third-party claims for which the Parties may be liable, the Parties shall consult promptly to determine an appropriate and equitable apportionment of any potential liability and on the defense of any such claims.

Article 15 - Registration of Space Objects

- 15.1 NASA shall request that the U.S. Government register Dawn in accordance with the 1975 Convention on Registration of Objects Launched into Outer Space (the Registration Convention). NASA shall retain jurisdiction and control over the space objects it registers.
- 15.2 Registration pursuant to this paragraph shall not affect the rights or obligations of either Party or its Government under the 1972 Convention on International Liability for Damage Caused by Space Objects.

Article 16 - Mishap Investigation

- 16.1 In the case of a mishap or mission failure, the Parties agree to provide assistance to each other in the conduct of any investigation, bearing in mind, in particular, the provisions of Article 8. In the case of activities that might result in the death of or serious injury to persons, or substantial loss of or damage to property as a result of activities under this MOU, the Parties agree to establish a process for investigating any such mishap as part of their program/project implementation plans.

Article 17 - Amendment

- 17.1 This MOU may be amended or extended by written agreement of the Parties.

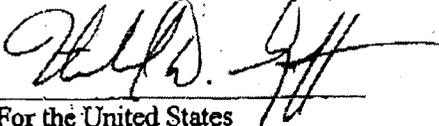
Article 18 - Consultation and Settlement of Disputes

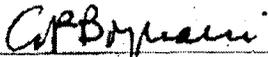
- 18.1 The Parties' respective points of contact, identified in Article 7.5 and 7.8, shall consult promptly with each other on all issues involving interpretation or implementation of this MOU. These points of contact shall attempt to resolve all issues arising from the implementation of this MOU.
- 18.2 In the case of a question of interpretation or implementation of the terms of this MOU, such questions that cannot be resolved by the Parties' respective points of contact shall be elevated for joint resolution to the NASA Associate Administrator for Science Mission Directorate and the ASI Director of the Observation of the Universe, or their designees; and if unresolved at this level, to the NASA Administrator and the ASI President, or their designees, for joint resolution.

Article 19 - Entry into Force and Termination

- 19.1 This MOU shall enter into force upon signature by the Parties and the conclusion of an agreement to be effected by an exchange of diplomatic notes incorporating its terms and conditions. This MOU shall remain in force until December 31, 2016, to permit completion of the Dawn mission and data-analysis period. This MOU may be extended by mutual written agreement of the Parties, provided that the agreement effected by the exchange of notes remains in force. The interim agreement of December 19, 2003, shall terminate upon entry into force of this MOU.
- 19.2 Either Party may terminate this MOU at any time by giving the other Party at least six months written notice of its intent to terminate. Termination of this MOU shall not affect a Party's continuing obligations under Articles 6, Rights in and Distribution of Scientific Data; 8, Transfer of Goods and Technical Data; 9, Intellectual Property; 12, Customs Clearance, Taxes, Immigration and Ownership; and 14, Liability, that shall continue to apply after the expiration or termination of this MOU. In the event of termination, the Parties shall endeavor to minimize the negative impacts of any such termination on the other Party.

Done in duplicate in the English language.


For the United States
National Aeronautics and Space
Administration


For the Italian Space Agency

Date: 30 April 2007

Date: 16 MAG. 2007