Dated: March 8, 1996

In accordance with your request, I am routing a copy of the Instruments of Cooperation signed during the visit of the U.S. Secretary of State and the Administrator of NASA in Brasilia on March 1 and 2 of this year, 1996.

JOINT COMMUNIQUE BRAZILIAN SPACE AGENCY & NASA

In view of the invitation of the President of the Brazilian Space Agency, Luiz Gylvan Meira Fiho, Daniel S. Goldin, Administrator of NASA, was in Brazil March 1 and 2, 1996, in the context of the visit of the U.S. Secretary of State, Warren Christopher. Dr. Goldin was accompanied by a high-level delegation, joined by the Adjunct Administrator for Foreign Affairs, John D. Schumacher, the Adjunct Administrator for Legislative Affairs, Jeffrey Lawrence, a Specialist in International Affairs, Ingrid DeSilvestre, and the Executive Assistance to the Administrator, Jason Kessler.

Dr. Goldin and party were received by the Ministry of Science and Technology, Professor Jose Israel Vargas, by the Secretary of Strategic Affairs of the Presidency of the Republic, Ambassador Ronaldo Mota Sardenberg, and met with the President of the Brazilian Space Agency and visited the installations of the National Institute of Space Research.

The directors of the two agencies exchanged information about aspects of common interest in the programs of each of the countries in the field of space and showed special satisfaction in the intensification of bilateral cooperation in the sector. In that regard, the accentuated the guidance and development of the PROBE missile program for the study of the magnetic equator (Operation Guara) and of the experiment relating to smoke sulfate clouds and radiation carried out as joint enterprises in 1994 and 1995, respectively.

Both directors considered of particular relevance for bilateral cooperation, the agreement for cooperation in the peaceful uses of outer space signed on March 1, 1996 by the Ministry of Foreign Relations of Brazil and the U.S. Secretary of State, which opens new possibilities and perspectives of partnership and collaboration and gives new contours to current cooperation.

On that occasion, the two authorities confirmed interest in the sending up of an infrared imaging chamber developed in Brazil on a U.S. space shuttle flight and agreed that there should be adopted in the short term the necessary steps for the formalization by means of the appropriate document of the initiative agreed upon.

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

The government of the Federative Republic of Brazil

and

The government of the United States of America
(hereafter called the "Contracting Parties")

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

Recognizing the mutual benefit to be obtained through the joint work in the peaceful uses of outer space;

Considering the interest in fomenting cooperation between the Contracting Parties in space in space science, earth sciences and research in global changes with potential benefits for all nations;

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

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

Affirming that all cooperation in the field of this agreement will be in conformity with the terms of the directives and of the appendage of the MTCR;

They agree on the following:

ARTICLE I

The Brazilian Space Agency and NASA are designated as principal executive agencies of this agreement. The Contracting Parties can designate other agencies if necessary for the development of cooperative programs in the areas listed in Article II.

ARTICLE II

1. The Contracting Parties will identify areas of mutual interest and will seek to develop cooperative programs in the peaceful uses of outer space, and agree to work in strict cooperation to this end.

2. Those cooperative programs will be conducted in the event that they are mutually agreed upon and subjected to the established procedures in Article III in the following areas:

a) exchange of scientific data;

b) joint research activities in:

i) earth and atmospheric sciences;

ii) astrophysics;

iii) space physics;

iv) planetary sciences;

v) life sciences and microgravity sciences; and

vi) spacial applications.

c) exploration of areas for possible complementary development of Brazilian and American scientific documents in which there is mutual interest.

3. The cooperative programs referred to in this Article will be implemented by means of:

a) observations and measurements by satellite instruments;

b) soil observations;

c) measurements with probe [reconnaissance] missiles and balloons;

d) measurements by aircraft;

e) investigations using the NASA space shuttle;

f) research related to space with the utilization of ground installations; and

g) programs of exchange of students and scientists and educational activities

ARTICLE III

The specific terms and conditions for those programs will be established in complementary pacts between the principal executive agencies, which will include among others in the event that it is necessary, the nature and the scope of the program and the individual responsibilities and joint responsibilities of the agencies together with the respective responsibilities for damage.

ARTICLE IV

The principal executive agencies will consult each other in the event that it is necessary to review the execution of cooperative programs developed under the terms of this agreement and will exchange opinions on potential areas of future cooperation.

ARTICLE V

1. The principal executive agencies will be responsible for the costs of their respective responsibilities in the cooperative programs developed under this accord.

2. Those activities will be conducted according to the respective laws and regulations of each Contracting Party and will be subject to the availability of funds allocated for such ends.

ARTICLE VI

This agreement will not damage or harm the cooperation of any of the Contracting Parties with other states and international organizations.

ARTICLE VII

In the event of doubts about the implementation of this agreement, these doubts will be resolved by the principal executive agencies of Brazil and the U.S., and in case it is necessary, sent to the highest authorities of the principal executive agencies for resolution.

ARTICLE VIII

I. b) will facilitate the adequate documentation to enter into a permancy with other nations of the contracting parties on a permanent basis in these territories and execute only those activities of this complimentary pact established under the terms of this accord.

ARTICLE XI

1. In the interest of fomenting the participating in the exploration, investment and scientific space activities, Contracting Parties, by themselves or by the intermediary of their principal executive agencies, commit themselves to establishing as a part of their complementary pacts, a system of assuming responsibility for their respective losses and damages. The Contracting Parties will assure in a manner compatible with their respective national laws, that the contractors and subcontractors and associated entities participating in them, take part in this system of responsibility.

2. In the eventuality of a complaint derived from the terms of the Convention on International Responsibility for Damages Caused by Space Objects, known as the Responsibility Convention, of March 29, 1972, the Contracting Parties will consult each other immediately about any potential responsibility about the allotment or distribution of such responsibility and the defense against the complaint referred to.

ARTICLE XII

The present accord will be able to be amended by the exchange of diplomatic notes between the Contracting Parties.

ARTICLE XIII

The present accord or any amendment to its text will become effective on the date on which each Contracting Party notifies the other of the fulfillment of the internal formalities for its going into effect. The present agreement will remain in effect for a period of ten years and can be renewed by mutual consent of the Contracting Parties.

ARTICLE XIV

1. The present agreement will be able to be canceled by any of the Contracting Parties by means of diplomatic note, with six months notice. Such a cancellation will not necessarily affect the execution of the pacts anticipated in Article III which per chance might be in effect at the end of this accord.

2. Applicable obligations in the field of this accord will continue to be applied to the execution of the complementary pacts which may remain in effect after the termination of this accord.

Drawn up in Brasilia, on March 1, 1996, in two copies, in the Portuguese and English languages, both texts being equally authentic.

[Signed by someone for the government of the Federative Republic of Brazil and Warren Christopher for the government of the United States of America.]

APPENDAGE
INTELLECTUAL PROPERTY

Under the terms of Article X of this agreement:

The Contracting Parties will assure the adequate and effective protection of the intellectual property generated or furnished in the scope of this accord. The Contracting Parties agree to notify as soon as possible, each other of any inventions or work subject to the protection of copyright produced under the aegis of this accord, as well as seek in a timely manner, protection for that intellectual property. The rights to that property will be attributed under the terms established in the following appendage.

I. AMBIT [Parameters]

A. The present Appendage applies to all of the cooperative activities developed in the scope of this accord, save specification to the contrary agreed on by the Contracting Parties or by their bona fide representatives.

B. For the purposes of this accord, the expression "intellectual property" will have the meaning which is attributed to it in Article 2 of the Constitutional Convention of the World Organization of Intellectual Property (OMPI), drawn up in Stockholm, July 14, 1967.

C. This Appendage refers to the assignment of rights, profits and royalties between the Contracting Parties. Each Contracting Party will assure the conditions so that the other will acquire the property rights assigned under the terms of this Appendage by means of the obtaining of those rights joined to their own participants if necessary by means of contracts or other juridic means. This Appendage will not alter or affect in any way the assignment of rights between one Contracting Party and its participants which will be determined in agreement with the laws and practices of that Contracting Party.

D. The controversies about intellectual property arising in the scope of this accord will be resolved by means of consultations between the interested participating institutions or if necessary, by the Contracting Parties or their bona fide representatives. By means of mutual agreement of the Contracting Parties, a controversy will be submitted to definitive and compulsory decision of a court of arbitration in accordance with the norms of international law applicable to the case. With the exception of a decision to the contrary agreed upon in writing by the Contracting Parties or by their bona fide representatives, the norms of arbitration of the Commission of the United Nations for International Commercial Law will be applicable.

E. The termination or the expiration of this agreement will not affect the rights or the obligations referred to by this Appendage.

II. ASSIGNMENT OF RIGHTS

A. The Contracting Parties or their designated executive agencies, under the terms of Article I of this agreement, will have a non-exclusive, irrevocable and exempt right to royalties in all countries to translate, reproduce and distribute publicly articles, reports, technical and scientific books generated directly by the cooperative activities referred to in this agreement. All of the copies of a work with copyrights worked on under the terms of these dispositions and distributed publicly, will contain the names of the authors, except when the authors decline explicitly this mention.

B. Rights to all forms of intellectual property excepting those described in Section IIA above, will be assigned thus:

1. Visiting researchers and scientists whose visit has a primary purpose of perfection or improvement, will receive rights to intellectual property under the terms of the directives of the host institution. Besides this, each visiting researcher or scientist classified as an inventor, will have right to a proportional share of whatever royalties netted by the host institution by reason of licensing of the use of that intellectual property.

2. a) As regards the intellectual property generated by joint research with participants of the two Contracting Parties, as for example in the cases in which the Contracting Parties as participating institutions or the participating personnel have agreed beforehand as to the scope of the work, each Contracting Party will have the right to obtain all of the rights and incomes on its own territory. The rights and the incomes in third countries will be determined in the complementary pacts concluded under the terms of Article III of this agreement. If, in the complementary pact which corresponds, concluded under the terms of Article III of this accord, the research is not classified as joint research, the rights to the intellectual property generated by that research will be attributed or assigned under the terms of Section IIB1, above. Besides this, each person designated as an inventor will have right to a proportional share of whatever royalties netted by his or her institution with the licensing of use of the property.

b) Notwithstanding the rule in paragraph 2.(a) above, if a type of intellectual property is anticipated in the laws of one Contracting Party but not in those of the other, all of the rights and income in all countries that assign rights to such intellectual property will be assigned to the Contracting Party whose laws refer to that type of protection. The persons designated as inventors of the property will have, however, rights to the royalties in conformity with the rule in para. 2.(a) above.

III. INFORMATION SUBJECT TO COMMERCIAL SECRECY

If an item of information opportunely identified as subject to commercial secrecy is furnished or generated under the terms of this agreement, each Contracting Party and its participants will have to protect such information in accordance with the laws, the regulations and the applicable administrative practices. The information will be able to be classified as subject to commercial secrecy if the person who is in possession of the same can net economic benefit from it or obtain competitive advantage in relation to those who do not possess it, if the information is not public knowledge or cannot be publicly obtained from other sources, and if the owner has not previously furnished that information without imposing in a timely manner, the obligation of maintaining its confidentiality.