

FRAMEWORK AGREEMENT

BETWEEN

THE GOVERNMENT OF THE UNITED STATES OF AMERICA

AND

THE GOVERNMENT OF THE ITALIAN REPUBLIC

FOR

COOPERATION IN THE EXPLORATION AND USE OF

OUTER SPACE FOR PEACEFUL PURPOSES

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PREAMBLE

The Government of the United States of America (U.S.), and the Government of the Italian Republic (Italy), hereinafter collectively referred to as "the Parties," or individually as "Party,"

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 January 27, 1967 and of other multilateral treaties and agreements on the exploration and use of outer space to which both the Governments of the Italian Republic and of the United States of America are Parties;

RECALLING their long and fruitful cooperation in the peaceful uses of outer space, through the successful implementation of cooperative projects in a broad range of areas and in particular the long-term cooperation between the U.S. National Aeronautics and Space Administration (hereinafter referred to as "NASA") and the Italian Space Agency (hereinafter referred to as "ASI");

CONSIDERING the desirability of enhanced cooperation between the Parties in human space flight, space and planetary science, the use of space for research in the Earth sciences, and exploration, with potential benefits to all nations;

RECALLING cooperation on the International Space Station under 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 January 29, 1998 (hereinafter referred to as the "IGA");

RECOGNIZING that the Parties are members of the Group on Earth Observations and the Committee on Earth Observation Satellites, and that as such, both strive to implement the Group on Earth Observations System of Systems (GEOSS) Data Sharing Principles, with respect to Earth science and operational environmental monitoring data;

CONVINCED of the relevant role of space in contributing to societal and economic benefits; and

DESIRING to establish an overall legal framework to facilitate the continuance and strengthening of the Parties' mutually beneficial relationship;

HAVE agreed as follows:

ARTICLE 1: PURPOSE

This Framework Agreement, hereinafter referred to as the "Agreement," sets forth the obligations, terms, and conditions for the cooperation between the Parties in the exploration and use of outer space for peaceful purposes in areas of common interest and on the basis of equality and mutual benefit.

ARTICLE 2: DEFINITIONS

1. The term "Implementing Agency" means:
 - (a) For the Government of the United States of America, the National Aeronautics and Space Administration (NASA), the National Oceanic and Atmospheric Administration (NOAA), the United States Geological Survey (USGS), and any other U.S. agency or department that the Government of the United States of America may decide to designate in writing through diplomatic channels; and
 - (b) For the Government of the Italian Republic, the Italian Space Agency (ASI), and any other Italian Government-controlled entity that the Government of the Italian Republic may decide to designate in writing through diplomatic channels.
2. The term "Damage" means:
 - (a) Bodily injury to, or other impairment of health of, or death of, any person;
 - (b) Damage to, loss of, or loss of use of any property;
 - (c) Loss of revenue or profits; or
 - (d) Other direct, indirect, or consequential damage.
3. 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.
4. The term "Payload" means all property to be flown or used on or in a Launch Vehicle.
5. The term "Protected Space Operations" means all activities conducted pursuant to this Agreement or any Implementing Arrangement concluded hereunder, including Launch Vehicle or Transfer Vehicle activities, and Payload activities on Earth, in outer space, or in transit between Earth and outer space, in implementation of this Agreement. Protected Space Operations begins on the date of entry into force of this Agreement and ends when all activities done in implementation of this Agreement are completed. The term "Protected Space Operations" includes, but is not limited to:
 - (a) 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

- (b) 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 upon return from space to develop further a Payload's product or process for use other than for activities in implementation of this Agreement.

- 6. (a) The term "Related Entity" means:
 - (i) A contractor or subcontractor of an Implementing Agency, at any tier;
 - (ii) A grantee or any other cooperating entity or investigator of an Implementing Agency at any tier; or
 - (iii) A contractor or subcontractor of a grantee or any other cooperating entity or investigator of an Implementing Agency at any tier.
 - (b) In Article 6 (Liability and Risk of Loss – Cross-Waiver) of this Agreement, the term "Related Entity" also means:
 - (i) A user or customer of an Implementing Agency at any tier; or
 - (ii) A contractor or subcontractor, including suppliers of any kind, of a user or customer of an Implementing Agency at any tier.
 - (c) In Article 6 (Liability and Risk of Loss – Cross-Waiver) and Article 8 (Transfer of Goods and Technical Data) of this Agreement, 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 described above or is otherwise involved in the activities undertaken pursuant to this Agreement.
7. The term "Transfer Vehicle" means any vehicle that operates in space and transfers a Payload or person or both between two different space objects, between two different places on the same space object, or between a space object and the surface of a celestial body. A Transfer Vehicle also includes a vehicle that departs from and returns to the same location on a space object.

ARTICLE 3: SCOPE OF ACTIVITIES

- 1. The Parties will identify areas of mutual interest and seek to develop cooperative programs or projects, hereinafter referred to as "Programs," in the exploration and peaceful uses of outer space and will work closely together to this end.
- 2. These Programs may be undertaken in the following areas of cooperation:
 - (a) Human Exploration and Operations;
 - (b) Space and Earth Science;
 - (c) Earth Observations; and

- (d) Other relevant areas of mutual interest.
3. These Programs may be implemented using:
 - (a) Spacecraft and space research platforms;
 - (b) Scientific instruments onboard aircraft, spacecraft, and/or space research platforms;
 - (c) Human Exploration and Operations missions;
 - (d) Sounding rocket and scientific balloon flights and campaigns;
 - (e) Aircraft flights and campaigns;
 - (f) Space communications, including ground-based antennas for tracking, telemetry, and data acquisition;
 - (g) Earth and space applications;
 - (h) Ground-based research facilities;
 - (i) Terrestrial analogs;
 - (j) Exchanges of scientific personnel;
 - (k) Exchanges of scientific data;
 - (l) Participation in joint workshops and meetings;
 - (m) Education and public outreach activities; and
 - (n) Other forms of cooperation as agreed between the Parties.
 4. All activities under this Agreement will be conducted in a manner consistent with the applicable national laws and regulations of the Parties and in accordance with applicable international law.
 5. This Agreement may apply to cooperative utilization activities undertaken consistent with Article 9 (Utilization) of the IGA, or any subsequent agreement that modifies or supersedes the IGA.
 6. These Programs may take place on the surface of the Earth, in air space, or in outer space.

ARTICLE 4: IMPLEMENTING ARRANGEMENTS

1. Subject to their respective laws and regulations, the Parties will conduct joint activities or "Programs" under this Agreement through their respective Implementing Agencies. Implementing Arrangements concluded by the Implementing Agencies will set forth the specific roles and commitments of the Implementing Agencies and will include, as appropriate, provisions related to the nature and scope of the joint activities, the individual and joint commitments of the Implementing Agencies, and any other provisions necessary to conduct the joint activities.
2. Such Implementing Arrangements will be subject to this Agreement.
3. The Parties will ensure that their respective Implementing Agencies make all reasonable efforts to perform the commitments contained in the Implementing Arrangements.

ARTICLE 5: FINANCIAL ARRANGEMENTS

1. Each Party will bear the costs of discharging its respective obligations under this Agreement, including travel and subsistence of personnel and transportation of all equipment and other items for which it is responsible.
2. The Parties' obligations under this Agreement are subject to the availability of appropriated funds and to each Party's respective funding procedures. Should either Party or an Implementing Agency encounter budgetary problems that may affect the activities to be carried out under this Agreement, the Party or Implementing Agency encountering the problems will notify and consult with the other Party and its Implementing Agencies, as appropriate, as soon as possible.

ARTICLE 6: LIABILITY AND RISK OF LOSS – CROSS-WAIVER

1. With respect to activities performed under this Agreement, the Parties agree that a comprehensive cross-waiver of liability will further cooperation in the exploration, exploitation and use of outer space. This cross-waiver of liability, as set out below, will be broadly construed to achieve this objective. Provided that the waiver of claims is reciprocal, the Implementing Agencies may tailor the scope of the cross-waiver clause in an Implementing Arrangement to address the specific circumstances of a particular cooperation.
2. Cross-waiver of liability:
 - (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 sub-paragraphs 2(a)(i) through 2(a)(iv) below based on Damage arising out of Protected Space Operations. This cross-waiver will 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 will apply to any claims for Damage, whatever the legal basis for such claims, against:
 - (i) The other Party;
 - (ii) The other Party's Implementing Agency;
 - (iii) A Related Entity of the other Party's Implementing Agency;
 - (iv) The employees of any of the entities identified in sub-paragraphs (i), (ii) and (iii) immediately above.
 - (b) In addition, each Party will ensure that its Implementing Agency extends the cross-waiver of liability as set forth in Article 6.2(a) to the Implementing Agency's Related Entities by requiring them, by contract or otherwise, to agree to:

- (i) Waive all claims against the entities or persons identified in Article 6.2(a)(i) through Article 6.2(a)(iv); and
 - (ii) Require that their Related Entities waive all claims against the entities or persons identified in Article 6.2(a)(i) through Article 6.2(a)(iv) above.
- (c) For avoidance of doubt, this cross-waiver of liability will be applicable to claims arising under the *Convention on International Liability for Damage Caused by Space Objects*, done on March 29, 1972 (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 will not be applicable to:
- (i) Claims between a Party and its Implementing Agency's Related Entity or between an Implementing Agency's own Related Entities;
 - (ii) Claims made by a natural person, his/her estate, survivors, or subrogees (except when a subrogee is a Party to this Agreement or is otherwise bound by the terms of this cross-waiver) for bodily injury to, other impairment of health of, or death of such natural person;
 - (iii) Claims for Damage caused by willful misconduct;
 - (iv) Intellectual property claims;
 - (v) Claims for Damage resulting from a failure of a Party's Implementing Agency to extend the cross-waiver of liability to its Implementing Agencies' Related Entities, pursuant to Article 6.2(b); or
 - (vi) Claims by or against a Party or its Implementing Agency's Related Entity arising out of or relating to the other Party or its Implementing Agency's Related Entity's failure to perform its obligations under this Agreement or any Implementing Arrangement concluded hereunder.
- (e) Nothing in this Article will be construed to create the basis for a claim or suit where none would otherwise exist.
- (f) In the event of third-party claims for which the Parties may be liable, the Parties will consult promptly to determine an appropriate and equitable apportionment of any potential liability and on the defense of any such claims.

ARTICLE 7: REGISTRATION OF SPACE OBJECTS

For Implementing Arrangements involving a launch, the Parties will determine which Implementing Agency will request that its Government register the space object in accordance with the *Convention on the Registration of Objects Launched into Outer Space*, done on November 12, 1974. Registration pursuant to this Article will not affect the rights or obligations of either Party under the Liability Convention.

ARTICLE 8: TRANSFER OF GOODS AND TECHNICAL DATA

For purposes of this Article, the term "Party" also refers to its respective Implementing Agencies.

The Parties are obligated to transfer only those 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:

1. All activities under this Agreement will be carried out in accordance with the Parties' national laws and regulations, including those laws and regulations pertaining to export control.
2. The transfer of technical data for the purpose of discharging the Parties' responsibilities with regard to interface, integration, and safety will normally be made without restriction, except as required by paragraph 1 of this Article.
3. All transfers of goods and proprietary or export-controlled technical data are subject to the following provisions:
 - (a) In the event a Party or its Related Entity finds it necessary to transfer such goods or data, for which protection is to be maintained, such goods will be specifically identified and such data will be marked.
 - (b) The identification of such goods and the marking on such data will indicate that the goods and data will be used by the receiving Party and its Related Entities only for the purposes of fulfilling the receiving Party's or Related Entities' responsibilities under this Agreement, and that such goods and data will not be disclosed or retransferred to any other entity without the prior written permission of the furnishing Party.
 - (c) The receiving Party and its Related Entities will abide by the terms of the notice and protect any such goods and data from unauthorized use and disclosure.
 - (d) The Parties to this Agreement will cause their Related Entities to be bound by the provisions of this Article through contractual mechanisms or equivalent measures.
4. All goods exchanged in the performance of this Agreement will be used by the receiving Party or Related Entity exclusively for the purposes of the Agreement. Upon completion of the activities under the Agreement, the receiving Party or Related Entity will return or otherwise dispose of all goods and marked proprietary or export-controlled technical data provided under this Agreement, as directed by the furnishing Party or Related Entity.

ARTICLE 9: INTELLECTUAL PROPERTY RIGHTS

For purposes of this Article, the term "Party" also refers to its respective Implementing Agencies.

1. Nothing in this Agreement will be construed as granting, either expressly or by implication, to the other Party any rights to, or interest in, any inventions or works 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 similar forms of protection in any country) corresponding to such inventions or any copyrights corresponding to such works.
2. Any rights to, or interest in, any invention or work made in the performance of this Agreement solely by one Party, or any of its Related Entities, including any patents (or similar forms of protection in any country) corresponding to such invention or any copyright corresponding to such work, will be owned by such Party, or Related Entity. Allocation of rights to, or interest in, such invention or work between such Party and its Related Entities will be determined by applicable laws, rules, regulations, and contractual obligations.
3. 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 will, in good faith, consult and agree within 30 calendar days as to:
 - (a) The allocation of rights to, or interest in, such joint invention, including any patents (or similar 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 similar 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.
4. For any jointly authored work by the Parties, should the Parties decide to register the copyright in such work, they will, 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).
5. Subject to the provisions of Article 8 (Transfer of Goods and Technical Data) and Article 10 (Release of Results and Public Information), each Party will have an irrevocable royalty-free right to reproduce, prepare derivative works, distribute, and present publicly, and authorize others to do so on its behalf, any copyrighted work resulting from activities undertaken in the performance of this Agreement for its own purposes, regardless of whether the work was created solely by, or on behalf of, the other Party or jointly with the other Party .

ARTICLE 10: RELEASE OF RESULTS AND PUBLIC INFORMATION

1. The Parties retain the right to release public information regarding their own activities under this Agreement. The Parties will 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.
2. The Parties will make the final results obtained from joint activities 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.
3. The Parties will ensure that its Implementing Agencies include provisions for the sharing of science data in the Implementing Arrangements.
4. The Parties acknowledge that the following data or information does not constitute public information and that such data or information will not be included in any publication or presentation by a Party under this Article without the other Party's prior written permission:
 - (a) Data furnished by the other Party in accordance with Article 8 (Transfer of Goods and Technical Data) of this Agreement that is export-controlled or proprietary; or
 - (b) 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: EXCHANGE OF PERSONNEL AND ACCESS TO FACILITIES

1. To facilitate implementation of the activities conducted under this Agreement, the Parties may support the exchange of a limited number of personnel, including contractors and subcontractors from each Party, at an appropriate time and under conditions mutually agreed between the Parties.
2. Access by the Parties to each other's facilities or property, or to each other's Information Technology (IT) systems or applications, is contingent upon compliance with each other's respective security and safety policies and guidelines including, but not limited to: standards on badging, credentials, and facility and IT system application/access.

ARTICLE 12: CUSTOMS CLEARANCE AND MOVEMENT OF GOODS

1. In accordance with its laws and regulations, each Party will facilitate free customs clearance and waiver of all applicable customs duties and taxes for the implementation of this Agreement. 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 will be borne by the Party of the country levying such duties or taxes.

2. In accordance with its laws and regulations, each of the Parties will also facilitate the movement of goods into and out of its territory as necessary to comply with this Agreement.

ARTICLE 13: OVERFLIGHT

Each Party will facilitate, upon request from the other Party, the provision of aircraft and balloon overflight clearances, as necessary.

ARTICLE 14: CONSULTATION AND DISPUTE RESOLUTION

1. The Parties will encourage their Implementing Agencies to consult, as appropriate, to review the implementation of activities undertaken pursuant to this Agreement, and to exchange views on potential areas of future cooperation.
2. In the event questions arise regarding the implementation of activities under this Agreement or regarding the interpretation or application of this Agreement, the Implementing Agencies will endeavor to resolve the questions.
3. If resolution is not reached by the Implementing Agencies, the questions will be resolved by means of consultations between the Parties.

ARTICLE 15: AMENDMENTS

This Agreement may be amended at any time by written agreement of the Parties.

ARTICLE 16: EFFECT ON OTHER AGREEMENTS

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

ARTICLE 17: CONTINUING OBLIGATIONS

Termination or expiration of this Agreement or any Implementing Arrangements concluded hereunder, will not affect a Party's continuing obligations under Article 6

(Liability and Risk of Loss – Cross Waiver), Article 8 (Transfer of Goods and Technical Data), and Article 9 (Intellectual Property Rights), unless otherwise agreed.

ARTICLE 18: ENTRY INTO FORCE AND DURATION

1. This Agreement will enter into force on the date of the last note of an exchange of diplomatic notes in which the Parties notify each other of the completion of their internal procedures necessary for the entry into force of this Agreement.
2. This Agreement will remain in force for ten (10) years unless extended by written agreement of the Parties or terminated in accordance with the provisions of Article 19 (Termination).

ARTICLE 19: TERMINATION

1. Either Party may terminate this Agreement at any time by giving the other Party at least six (6) months' written notice of its intent to terminate. In the event of termination, the Parties will endeavor to minimize any negative impact of such termination on the other Party.
2. Notwithstanding the termination or expiration of this Agreement, its provisions will continue to apply to cooperation under any Implementing Arrangements in effect at the time of termination or expiration, for the duration of such Implementing Arrangements.

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

Done at Washington, in the English language, this nineteenth day of March, 2013.

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA:



FOR THE GOVERNMENT OF THE
ITALIAN REPUBLIC:

