

Agreement Between the United States
National Aeronautics and Space Administration
and the
Israel Space Agency
for Cooperation in the Peaceful Use of Space

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The National Aeronautics and Space Administration of the United States (NASA) and the Israel Space Agency (ISA), hereinafter referred to as the Parties;

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

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

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

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

Have agreed as follows:

1. The Parties shall identify areas of mutual interest and seek to develop cooperative programs in the use of space for research and practical applications, and will work closely together to this end.
2. Cooperative programs may be undertaken, if mutually agreed, among others, in the following areas:
 - a. Exchange of scientific data
 - b. Scientific research activities in:
 - Earth and Atmospheric Science
 - Astrophysics
 - Space Physics
 - Planetary Science
 - Life and Microgravity Sciences
 - c. Exploration of areas for possible complementary development of Israeli and U.S. scientific instrumentation where there is mutual interest.

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3. Cooperative programs may be implemented using, *inter alia*:

- Satellite instrument observations and measurements
- Ground-based observations
- Balloon measurements
- Aircraft measurements
- Investigations using the NASA Space Shuttle and International Space Station
- Space-related research using ground-based facilities
- Student and scientist exchange programs and educational activities.

4. Any cooperation under this Agreement shall conform to the terms of the Missile Technology Control Regime Guidelines and Annex.

5. The specific terms and conditions for cooperative programs resulting from this Agreement shall be set forth in implementing agreements between NASA and ISA that will include, *inter alia* and as appropriate, the nature and scope of the program, the mutual responsibilities of the agencies, intellectual property rights, and respective liabilities.

6. NASA and ISA shall each be responsible for funding the costs of their respective responsibilities in cooperative programs undertaken under this Agreement and any implementing agreements.

7. Cooperative activities shall be conducted in accordance with the respective national laws and regulations of each Party, and will be subject to the availability of funds appropriated for these purposes.

8. Each Party may, in its discretion, release public information regarding this Agreement for its own portion of the program and, insofar as participation of the other Party is involved, after suitable consultation.

9. Each Party is obligated to transfer to the other Party only those technical data and goods necessary to fulfill its responsibilities under this Agreement, subject to the following:

- a. Interface, integration, and safety data (excluding detailed design, manufacturing, and processing data, and associated software) will be exchanged by the Parties without restriction as to use or disclosure, subject to national laws and regulations.

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- b. In the event a Party finds it necessary to transfer technical data other than that specified in Paragraph 1 above, in carrying out its responsibilities under this Agreement that are proprietary, and for which protection is to be maintained, such technical data will be marked with a notice indicating that it shall be used and disclosed by the receiving Party and its contractors and subcontractors only for the purposes of fulfilling the receiving Party's responsibilities under this Agreement, and that the technical data shall not be disclosed or retransferred to any other entity without prior written permission of the furnishing Party. The receiving Party agrees to abide by the terms of the notice, and to protect any such marked technical data from unauthorized use and disclosure.
- c. In the event a Party finds it necessary to transfer technical data and goods in carrying out its responsibilities under this Agreement that are export-controlled, the furnishing Party shall mark such technical data with a notice and identify such goods. The notice or identification shall indicate that such technical data and goods shall be used, and such technical data shall be disclosed, by the receiving Party and its contractors and subcontractors only for the purposes of fulfilling the receiving Party's responsibilities under this Agreement. The notice or identification shall also provide that such technical data shall not be disclosed, and such technical data and goods shall not be retransferred, to any other entity without prior written permission of the furnishing Party. The Parties agree to abide by the terms of the notice or identification and to protect any such marked technical data and identified goods.
- d. The Parties are under no obligation to protect any unmarked technical data or unidentified goods. However, all technical data and goods transferred under this Agreement shall be used exclusively for the purpose of fulfilling the Parties' responsibilities under this Agreement.

10. No joint inventive activity is contemplated under this Agreement. However, pursuant to Paragraph 5, if a cooperative program under this Agreement is expected to include joint inventive activity, the relevant implementing agreement will contain appropriate provisions for the protection of any intellectual property that may be created.

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11. With respect to activities undertaken pursuant to this Agreement, no Party shall make claims against any other Party, or any other Party's related entities (included but not limited to contractors and subcontractors) or employees of any other Party or any other Party's related entities for any injury to, or death of, its own employees or employees of its related entities, or for damage of any kind to, or loss of, its property or the property of its related entities, arising from the cooperative activities outlined herein, whether such injury, death, damage or loss arises through negligence or otherwise, except in the case of willful misconduct. In addition, each Party shall extend the cross-waiver of liability as set forth 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 above.

12. Each Party shall facilitate free customs clearance of equipment required for this project and provide for entry of equipment, hardware and software free of import taxes, subject to its respective country's import and export regulations. Such arrangements shall be fully reciprocal. If a Party is unable to facilitate free customs clearance, the Party whose government seeks to impose such duties or taxes shall pay any such assessments.

13. Any dispute as to interpretation or implementation of this Agreement shall be resolved through consultation between the Parties.

14. This Agreement may be amended upon mutual written agreement of the Parties.

15. This Agreement shall enter into force upon the signature of both Parties. It shall remain in force for ten years and may be extended by mutual written agreement of the Parties.

16. This Agreement may be terminated by either Party giving six months' written notice to the other Party. Such termination will not affect the status of implementing agreements that are in effect at the time this Agreement is terminated, unless otherwise provided.

FOR THE UNITED STATES
NATIONAL AERONAUTICS
AND SPACE ADMINISTRATION:

David Goldin

Date: Oct 2, 1996

at Wash. D.C.

FOR THE ISRAEL SPACE
AGENCY:

Aly Har-Even

Date: 2 Oct. 1996

at NASA Wash. D.C.