

No. 50512

**United States of America
and
Brazil**

Framework Agreement between the Government of the United States of America and the Government of the Federative Republic of Brazil on cooperation in the peaceful uses of outer space (with annex). Brasília, 1 March 1996

Entry into force: 7 July 1997 by notification, in accordance with article 13

Authentic texts: *English and Portuguese*

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**États-Unis d'Amérique
et
Brésil**

Accord-cadre entre le Gouvernement des États-Unis d'Amérique et le Gouvernement de la République fédérative du Brésil relatif à la coopération touchant les utilisations pacifiques de l'espace (avec annexe). Brasília, 1^{er} mars 1996

Entrée en vigueur : 7 juillet 1997 par notification, conformément à l'article 13

Textes authentiques : *anglais et portugais*

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[ENGLISH TEXT – TEXTE ANGLAIS]

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

The Government of the United States of America and the Government of the Federative Republic of Brazil (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 outer space;

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

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

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

Affirming that any cooperation under this agreement will be in conformity with the terms of the MTCR Guidelines and Annex;

Have agreed as follows:

ARTICLE 1

The U.S. National Aeronautics and Space Administration (NASA) and the Brazilian Space Agency (AEB) are designated as the Principal Implementing Agencies for this Agreement. The Parties may designate other agencies, as required, to develop cooperative programs in areas enumerated in Article 2.

ARTICLE 2

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

2. These cooperative programs may be undertaken if mutually agreed and subject to the procedures set forth in Article 3, in the following areas:

(a) Exchange of scientific data

(b) Joint research activities in:

(i) earth and atmospheric science

(ii) astrophysics

(iii) space physics

(iv) planetary science

(v) life and microgravity sciences; and

(vi) space applications

(c) Exploration of areas for possible complementary development of Brazilian and U.S. scientific instruments in which there is mutual interest.

3. The cooperative programs referred to in this article may be implemented using:

(a) satellite instrument observations and measurements;

(b) ground-based observations;

(c) sounding rocket and balloon measurements;

(d) aircraft measurements;

(e) investigations using the NASA Space Shuttle;

(f) space-related research involving ground-based facilities; and

(g) student and scientist exchange programs and educational activities.

ARTICLE 3

The specific terms and conditions for such cooperative programs will be established through implementing arrangements between the Principal Implementing Agencies that will include, inter alia, as appropriate, the nature and scope of the program and the individual and joint responsibilities of the agencies, along with their respective liabilities.

ARTICLE 4

The Principal Implementing Agencies will consult, is appropriate, to review the implementation of cooperative programs undertaken pursuant to this Agreement, and to exchange views on potential areas of future cooperation.

ARTICLE 5

1. The Principal Implementing Agencies will be responsible for funding the costs of their respective responsibilities in cooperative programs undertaken under this Agreement.

2. These activities will 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.

ARTICLE 6

This Agreement will be without prejudice to the cooperation of either Party with other States and International Organizations.

ARTICLE 7

In the event questions arise regarding implementation of this Agreement, the questions will be resolved by the Principal Implementing Agencies in the United States and the Federative Republic of Brazil and, if necessary, referred to the heads of the Principal Implementing Agencies for resolution.

ARTICLE 8

1. Subject to its laws and regulations, each Party:

(a) will arrange for duty-free entry of equipment required for the implementation of agreed cooperative programs;

(b) will facilitate provision of the appropriate entry and residence documentation for the other Party's nationals who enter, exit, and reside within its territory in order to carry out activities under implementing arrangements established under this Agreement; and

(c) will facilitate the provision of aircraft overflight clearances as necessary in order to carry out activities under implementing arrangements established under this Agreement.

2. Such arrangements shall be fully reciprocal.

ARTICLE 9

Nothing in this Agreement will be construed as granting or implying any rights to, or interest in, patents or inventions of the Parties, institutions acting on their behalf, or their contractors or subcontractors.

ARTICLE 10

The treatment of Intellectual Property created or furnished in the course of cooperative activities under this Agreement is provided for in the Annex, which will form an integral part of this Agreement, and will apply to all activities conducted under the auspices of this agreement unless agreed otherwise by the Parties or their Principal Implementing Agencies in writing.