

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE FRENCH REPUBLIC CONCERNING THE USE OF ISTRES LE TUBE 125 AIR BASE AS A TRANSOCEANIC ABORT LANDING SITE

The Government of the United States of America and the Government of the French Republic (hereinafter "the Parties"),

In implementation of the Agreement among the Government of Canada, 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 "IGA"),

Bearing in mind recent discussions and the exchange of letters dated August 30 and October 25, 2004, between representatives of the Government of the French Republic and the Government of the United States concerning the use of Istres Le Tubé 125 Air Base as an augmented Space Shuttle transoceanic abort landing (hereinafter "TAL") site,

HAVE AGREED AS FOLLOWS:

Article 1: The Government of the French Republic shall authorize the use of Istres Le Tubé 125 Air Base (hereinafter "125 AB") for the purposes of assisting in the emergency landing and recovery operations of the United States Space Shuttles (hereinafter "Space Shuttle") exclusively engaged in servicing the International Space Station under the conditions stipulated in this Agreement. The Space Shuttle may, subject to the terms of this Agreement, enter and overfly French airspace.

Article 2: The Government of the United States shall notify the Government of the French Republic by providing an annual provisional calendar of scheduled Space Shuttle missions, as well as any subsequent modifications, that could result in an emergency landing at 125 AB. Missions shall be individually confirmed to the Government of the French Republic as soon as possible before each Space Shuttle launching.

Article 3: The Government of the French Republic shall expeditiously inform the Government of the United States regarding the availability of 125 AB and shall ensure rapid controlled airspace clearance upon notification of a Space Shuttle emergency landing at 125 AB.

Article 4: The Government of the United States shall limit 125 AB preparation and Shuttle recovery operations to the time required to ensure that such operations are properly carried out.

Article 5: The Government of the United States agrees to cease, for periods not to exceed forty-eight (48) hours, all activities related to this Agreement conducted on 125 AB, including the activities of its personnel or its contractors, whenever it is requested to do so by the Government of the French Republic. In such a case, the Government of the French Republic shall provide the Government of the United States with such a request at least four (4) weeks in advance, except that when national security considerations dictate a shorter time period, notice shall then be given as far in advance as possible.

Article 6: The Government of the French Republic shall authorize the Government of the United States and its contractors to pre-deploy and bring onto 125 AB, in advance of specific Space Shuttle missions, the equipment and personnel required to perform weather monitoring, ensure that local navigational facilities and landing aids are in readiness, and provide search and rescue capability and medical evacuation support.

Article 7: The Government of the French Republic shall facilitate installation and operation of any required navigational aids on specific sites adjacent to or on 125 AB, and shall facilitate

the construction of any facilities or improvements in connection with the activities contemplated under this Agreement, in locations mutually agreed between the two Governments.

Article 8: The Government of the French Republic shall facilitate use of its communication services by the National Aeronautics and Space Administration (hereinafter "NASA"). This facilitation shall include, but not be limited to, securing necessary permissions and ensuring the unhindered operation of handheld radios on specific frequencies, the tactical air navigation system, and International Maritime Satellite Communications equipment.

Article 9: When necessary for access to buildings and facilities within 125 AB, security passes will be issued to US personnel and contractors, if required, after due authorization by the relevant services of the Government of the French Republic.

Article 10: Personnel employed by the Government of the United States or its contractors who participate in activities under this Agreement shall be expeditiously issued visas, as necessary, to enter and remain on French territory, and authorized to enter and remain on 125 AB. The Parties acknowledge that the North Atlantic Treaty Organization Status of Forces Agreement applies to all United States Department of Defense and French Ministry of Defense personnel and contractors associated with the activities of this Agreement, within each country's respective territory.

Article 11: The Government of the United States shall provide the Government of the French Republic, prior to their arrival on French territory and 125 AB, and sufficiently ahead of time, a list of the persons involved in the operations referred to in article 10 above, the number of whom cannot exceed that required for carrying out such operations.

Article 12: The Government of the French Republic reserves the right to refuse access to its territory or to terminate the visit of the persons mentioned in articles 10 and 11 above, for public order or security reasons.

Article 13: The Parties agree that article 18 of the IGA shall apply to the importation and exportation of all goods necessary for the implementation of this Agreement. No emergency landing fees or fees of any other nature shall be charged by the Government of the French Republic in relation to Space Shuttle activities.

Article 14: The Government of the French Republic shall provide for the external security of the Space Shuttle, its payload, crew, and possible debris, and all the personnel of the Government of the United States and its contractors involved in the implementation of this Agreement, in the following ways:

- a. In case of either emergency landing or accident at 125 AB, the Commander of 125 AB shall take appropriate measures for the external security of the Space Shuttle and its payload, crew, and possible debris, accepting cooperation from personnel from NASA, the United States Department of Defense, and their contractors for this purpose;
- b. If the emergency landing or accident occurs outside of 125 AB, French authorities shall take appropriate measures for the external security of the Space Shuttle and its payload, crew, and possible debris, accepting the cooperation of personnel from NASA, the United States Department of Defense, and their contractors for this purpose.
- c. The Government of the French Republic shall provide all necessary protection to the personnel of the Government of the United States and its contractors as well as to the Space Shuttle, and its payload, crew, and possible debris, at and outside 125 AB during search, rescue, and recovery operations.

The Parties shall assist each other in search, rescue, and recovery operations associated with this Agreement.

Article 15: Except in cases authorized by the Government of the United States, French authorities shall not enter the Space Shuttle. Further, they shall ensure that only persons authorized by the Government of the United States are allowed access to the Space Shuttle.

Article 16: The Government of the United States shall have the right to remove the Space Shuttle or any component part thereof from French territory at any time. Removal shall be free from export duties or other charges.

Article 17: The Government of the United States shall retain title to equipment, supplies, and other movable property provided by it or acquired in France by it or on its behalf at its own expense. Unless otherwise agreed, the Government of the United States shall remove such property from France at its own expense and free from export duties or similar charges upon termination of the activities addressed by this Agreement.

Article 18: Specific training for French military safety personnel from 125 AB may be provided by the Government of the United States, at its expense, subject to article 21.

Article 19: 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.

- a. For the purposes of this article, "technical data" means any information, classified or unclassified, regardless of form or type, of a scientific or technical nature, and including, but not limited to, photographs, interim and final reports, manuals, threat data, experimental data, test, designs, specifications, processes, techniques, inventions, drawings, software including source code, technical writings, sound recordings, pictorial representations, and other graphical presentations, whether in magnetic tape, computer memory, or any other form and whether or not subject to copyrights, patents or other legal protection.
- b. All activities of the Parties shall be carried out in accordance with their national laws and regulations, including those pertaining to export control and the control of classified information;
- c. 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 "b" above;
- d. 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 will 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 Agreement, 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 Agreement 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; and

- e. All goods exchanged in the performance of this Agreement shall 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 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 Agreement, as directed by the furnishing Party or related entity.

Article 20: All classified information or material, exchanged or generated in connection with this Agreement is to be used, transmitted, stored or handled and safeguarded in accordance with the *United States-France General Security of Information Agreement of September 7, 1977*.

Article 21: a. The Parties shall each bear the cost of discharging their responsibilities, including travel and subsistence of personnel and transportation of equipment and other items for which it is responsible. Further, the responsibility of the Parties to carry out their obligations is subject to the availability of appropriated funds. Should either Party encounter budgetary problems that may affect the activities to be carried out under this Agreement, the Party encountering the difficulties shall notify and consult with the other Party as soon as possible.

b. NASA shall reimburse the Government of the French Republic for costs and services rendered directly related to augmenting 125 AB as a TAL site. Indirect costs incurred by one side in order to carry out its responsibilities under this Agreement or related implementing arrangements or to satisfy requirements stipulated therein, shall not be charged to the other Party.

Article 22: With respect to Space Shuttle missions that exclusively support the International Space Station, the Parties agree that articles 16 and 17 of the IGA apply to the activities addressed in this Agreement.

Article 23: Any difference in the interpretation or execution of this Agreement shall be exclusively resolved by negotiation between the two Parties.

Article 24: When this Agreement terminates, or the Government of the United States otherwise releases control of property made available to it under this Agreement and on which it has made improvements, the Parties shall agree on the residual value of these improvements. The Government of the United States shall then be reimbursed by the *Government of the French Republic for such agreed residual value*.

Article 25: NASA shall be responsible for the implementation of this Agreement on behalf of the Government of the United States, and the French Air Force shall be responsible for the implementation of this Agreement on behalf of the Government of the French Republic. They may establish in separate documents with each other detailed arrangements for carrying out the specific activities foreseen under this Agreement.


Article 26: In the case of any mishap or mission failure, the Parties agree to provide assistance to each other in the conduct of any investigation, bearing in mind the provisions of article 19. Regarding mishaps 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 Agreement, the Parties agree to establish a process for investigating such incidents. In the case of a mishap involving the Space Shuttle, NASA may lead an investigation on French territory with the assistance and in the presence of the French authorities.

Article 27: This Agreement shall enter into force on the date of signature and shall remain in force until such time as the Space Shuttle is retired or for a period of ten years, whichever comes first. This Agreement may be renewed or amended by mutual written agreement and may be terminated by either Government upon six (6) months notification of intent to terminate. The obligations of the Parties under this Agreement regarding liability, customs and taxes, and transfer of technical data and goods shall continue to apply after the termination of this Agreement.

Done at Washington this 7th day of June, 2005, in duplicate, in the English and French languages, each text being equally authentic.

FOR THE GOVERNMENT OF
THE UNITED STATES OF AMERICA:

FOR THE GOVERNMENT OF
THE FRENCH REPUBLIC:



The Honorable Michael D. Griffin
Administrator, National Aeronautics
and Space Administration



His Excellency Jean David-Levitte
Ambassador of France to the
United States of America