

**No. 21752**

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**BRAZIL  
and  
UNITED STATES OF AMERICA**

**Memorandum of Understanding concerning co-operation in  
aerospace experiments employing sounding rockets.  
Signed at Brasília on 31 January 1983**

*Authentic texts: Portuguese and English.*

*Registered by Brazil on 21 March 1983.*

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**BRÉSIL  
et  
ÉTATS-UNIS D'AMÉRIQUE**

**Mémorandum d'accord concernant la coopération dans des  
expériences aérospatiales utilisant des fusées-sondes.  
Signé à Brasília le 31 janvier 1983**

*Textes authentiques : portugais et anglais.*

*Enregistré par le Brésil le 21 mars 1983.*

MEMORANDUM OF UNDERSTANDING<sup>1</sup> BETWEEN THE GOVERNMENT OF THE FEDERATIVE REPUBLIC OF BRAZIL AND THE GOVERNMENT OF THE UNITED STATES OF AMERICA CONCERNING COOPERATION IN AEROSPACE EXPERIMENTS EMPLOYING SOUNDING ROCKETS

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The Government of the Federative Republic of Brazil and the Government of the United States of America, hereafter referred to as the Parties,

Considering the Agreement for a Program of Scientific Cooperation between the two Governments of 1 December 1971,<sup>2</sup> as amended and extended on 28 December 1976,<sup>3</sup> and again extended on 30 November 1981,<sup>4</sup> 1 June 1982<sup>5</sup> and 30 November 1982,<sup>6</sup>

Agree as follows:

*Article I.* For the implementation of this Memorandum of Understanding the Government of the Federative Republic of Brazil designates as Executive Agency the Brazilian Air Force, acting through the Aerospace Technical Center (CTA) and the Government of the United States of America designates as Executive Agency the United States Air Force, acting through the Air Force Geophysical Laboratory (AFGL).

*Article II.* The purpose of this Memorandum of Understanding is to establish a basis, subject to the laws and regulations of each Party for the development and execution of joint programs, between the Executive Agencies named above, concerning technical and scientific cooperation in aerospace experiments employing Brazilian and United States sounding rockets launched from the territory of either Party.

*Article III.* 1. The planning and implementation of experiments under this Memorandum of Understanding will be accomplished by a coordination commission consisting of two representatives each from AFGL and CTA. For each proposed experiment, the Coordination Commission will:

- a) define objectives and technical characteristics;
- b) make necessary preparations for execution of the experiment, including establishment of specific programmatic responsibilities of each Party;
- c) reduce to writing a comprehensive statement of the proposed experiment for approval by national authorities; and
- d) upon completion of the experiment prepare a final report.

2. The Commission will meet as required, at a time and location to be agreed upon by the Parties.

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<sup>1</sup> Came into force on 31 January 1983 by signature, in accordance with article VIII.

<sup>2</sup> United Nations, *Treaty Series*, vol. 822, p. 135.

<sup>3</sup> *Ibid.*, vol. 1082, p. 357.

<sup>4</sup> *Ibid.*, vol. 1263, No. A-11774.

<sup>5</sup> *Ibid.*, vol. 1286, p. 399.

<sup>6</sup> *Ibid.*, vol. 1296, p. 401.

*Article IV.* 1. All data resulting from this experiment will be specifically attributed to this Memorandum of Understanding and will be made available to the world scientific community through customary channels and in accordance with the normal procedures of the Executive Agencies.

2. Proprietary rights in any data, technical information, or equipment provided under this Memorandum of Understanding will be fully recognized and protected in accordance with the national laws of each Party applicable to such rights. It is the responsibility of the Party providing such data, information, or equipment to inform the other Party of any such rights so held.

3. No classified data or equipment will be exchanged under this Memorandum of Understanding.

*Article V.* 1. The ability of both Parties to carry out activities under this Memorandum of Understanding is subject to the availability of appropriated funds.

2. Each Party will bear the costs of discharging its respective responsibilities, including travel and subsistence for its own personnel and transportation charges on all equipment for which it is responsible.

*Article VI.* To the extent the Parties agree thereon, this program may include the exchange of scientists, engineers and other necessary personnel. The Parties will facilitate the issuance of visas for entry into and exit from their respective territories of scientists, engineers and other necessary personnel who may exercise their activities within the purview of this Memorandum of Understanding. The personal effects of personnel referred to in this Article, as well as the equipment necessary for the exercise of their activities, will be admitted duty free on a temporary basis in conformity with the legislation and regulations of each Party.

*Article VII.* Each Party waives all claims against the other for damages sustained by activities undertaken pursuant to this Memorandum of Understanding. Liability for damages sustained by third parties will be resolved within the provisions and norms of national laws and through consultation between the Parties.

*Article VIII.* 1. This Memorandum of Understanding will enter into force upon signature and will remain in effect for five years. It may be extended or amended by exchange of diplomatic notes.

2. This Memorandum of Understanding may be terminated by either Party upon six months prior written notice to the other Party.

SIGNED at Brasília, on the 31st day of January, 1983, in duplicate in the Portuguese and English languages, both texts being equally authentic.

For the Government  
of the Federative Republic  
of Brazil:

[Signed]

RAMIRO SARAIVA GUERREIRO

For the Government  
of the United States of America:

[Signed]

LANGHORNE A. MOTLEY