

ARTICLE 4 - LIABILITY AND PROPERTY, PATENT AND DATA RIGHTS

The Launch Services Agreement or other arrangements to be entered into, pursuant to this Memorandum of Understanding, will set forth, as appropriate, the terms and conditions that will govern the allocation of risks of liability and the determination of property, patent and data rights in connection with the activities to be conducted by the Parties and their related entities.

ARTICLE 5 - REGISTRATION OF SPACE OBJECTS

CSA will take the necessary steps to ensure that any part of the Canadian payload which is separated from the Space Shuttle in Earth Orbit is registered by Canada in accordance with Article II of the Convention on the Registration of Objects Launched into Outer Space of January 14, 1975. Unless otherwise provided for in the Launch Services Agreement or other arrangements, the United States will register the Space Shuttle and all components and payloads which are not separated from the Space Shuttle in Earth orbit as a single space object.

ARTICLE 6 - ENTRY INTO FORCE, DURATION, TERMINATION AND AMENDMENT

This Memorandum of Understanding will take effect on the date of signature of the Parties and will remain in force until December 31, 1999. Launch, retrieval and/or other obligations which are to be provided after termination pursuant to Launch Services Agreements or other arrangements executed on or before that date will continue to be governed by the provisions of this Memorandum of Understanding.

This Memorandum of Understanding may be amended by written agreement of the Parties. Amendments will enter into force in the same manner as this agreement.