

States National Aeronautics and Space Act (42 U.S.C. Sec. 2473), and as it may be amended.

(b) Claims for damage to property or injury to persons arising from acts or omissions of members of the United States "force" as defined in paragraph 6(b) above will be considered and settled in accordance with Article VIII of the North Atlantic Treaty Status of Forces Agreement, signed in London on June 19, 1951.

(c) In the case of other claims against the United States arising from activities at the Range, the United States may also offer to settle these in accordance with applicable provisions of United States law. If any such offers are acceptable, the United States may so settle them.

(c) No liability shall attach to either the United States or Canada based solely on title in the equipment and facilities at the Range.

11. *Status of Forces*

The United States may assign military personnel to the Range in such numbers as may be agreed upon from time to time by the co-operating Agencies. In such cases, the North Atlantic Treaty Status of Forces Agreement, signed in London on June 19, 1951, shall apply.

12. *Surplus Property*

The disposal in Canada of excess equipment, property, materials and supplies to which the United States has retained title shall be carried out in accordance with the provisions of the exchange of notes of August 28 and September 1, 1961, between the Secretary of State for External Affairs and the United States Ambassador in Canada. Where items of equipment or new and additional facilities have been acquired or provided by special agreements, the residual value, if any, of such property, shall be disbursed *pro rata* in accordance with the amounts contributed by each party for its acquisition, unless otherwise agreed.

13. *Safety*

In establishing operational procedures, the utmost precaution shall be taken to ensure that objects launched from the Range do not fall in populated areas and that they do not constitute a hazard to aviation or shipping. Range safety requirements and control measures established by the appropriate Canadian authorities shall be observed.

14. *Data Exchange*

The scientific data derived by each Government from the conduct of activities pursuant to this Agreement shall be made available on request within a reasonable period of time to the Co-operating Agency of the other Government, provided that the normal protection is given to the interests of prime experimenters. Scientific data will also be made available to the international scientific community, subject to the protection of the experimenters' rights.

15. *Information*

The public release of information relating to operations under this Agreement will, unless otherwise determined by the JRPC be the subject of prior consultation and agreement by the Co-operating Agencies.

16. *Supplementary Agreements and Administrative Arrangements*

The Co-operating Agencies designated by the two Governments are authorized to conclude supplementary agreements and administrative arrangements from time to time in implementation of this Agreement.