

ARTICLE 12

In addition to functions stated elsewhere in this Special Agreement, the Corporation, as manager pursuant to Article VIII of the Agreement, shall:

- (a) prepare and submit to the Committee the annual programs and budgets;
- (b) recommend to the Committee the type or types of space segment to be established;
- (c) plan, conduct, arrange for and co-operate in studies, design work and development for improvement of the space segment;
- (d) operate and maintain the space segment;
- (e) furnish to the Committee such information as may be required by any representative on the Committee to enable him to discharge his responsibilities as a representative;
- (f) arrange for technicians, selected by the Committee with the concurrence of the Corporation from among persons nominated by signatories, to participate in the assessment of designs and of specifications for equipment for the space segment;
- (g) use its best efforts to arrange for inventions, technical data and information arising directly from any jointly financed work performed under contracts placed before the date on which the Agreement is opened for signature to be disclosed to each signatory and to be made available for use free of charge in the design, development, manufacture and use of equipment and components for the space segment by each signatory or any person in the jurisdiction of the signatory or the Government which has designated that signatory.

ARTICLE 13

Neither the Corporation as signatory or manager, nor any other signatory as such, shall be liable to any other signatory for loss or damage sustained by reason of a failure or breakdown of a satellite at or after launching or a failure or breakdown of any other portion of the space segment.

ARTICLE 14

Arrangements shall be made whereby all legal disputes arising in connection with this Special Agreement or in connection with the rights and obligations of signatories can, if not otherwise settled, be submitted to the decision of an impartial tribunal, to be established in accordance with such arrangements, which would decide such questions in accordance with general principles of law. To this end, a group of legal experts appointed by the signatories and by the prospective signatories listed in the Annex to this Agreement when it is first opened for signature shall recommend a draft of a Supplementary Agreement containing such arrangements; the signatories shall, after considering that draft, conclude a Supplementary Agreement for such arrangements within a period of three months from the date when the Agreement is first opened for signature. The Supplementary Agreement shall be binding on all those who subsequently become signatories to this Special Agreement.

ARTICLE 15

Any proposed amendment to this Special Agreement shall first be submitted to the Committee. If recommended by the Committee for adoption, it shall enter into force for all signatories when notifications of approval have been deposited with the Government of the United States of America by two-thirds of the signatories, provided that no amendment may impose upon any signatory any additional financial obligation without its consent.