

ARTICLE 10

LIABILITY

The Parties agree that, with respect to activities undertaken pursuant to this Agreement, neither Party shall make any claim against the other with respect to injury or death of its own or its contractors' or subcontractors' employees or investigators' employees or with respect to damage of any kind to or loss of its own or its contractors' or subcontractors' or investigators' property caused by either Party, or the Party's contractors, subcontractors, or investigators, whether such injury, death, damage or loss arises through negligence or otherwise, except in the case of willful misconduct. The Parties agree, in the event of damage to third parties for which there is liability under national or international law, to consult promptly as to the possibility of an equitable sharing of any payments that have been or may be agreed in settlement.

This cross-waiver of liability shall not be applicable to claims between a Party and its contractors and subcontractors or to claims made by a natural person.

ARTICLE 11

IMMIGRATION DOCUMENTATION, AIRPORT AND CUSTOMS FEES

Both Parties will make best efforts, as appropriate, to arrange for the appropriate governmental authorities to waive any immigration documentation fees for persons working on BOREAS; to waive any landing, navigation, airways or airport entry and departure fees for aircraft required for BOREAS; and to provide free customs clearance of equipment and data required for BOREAS.