

c. In the event a Party, in carrying out its responsibilities under this MOU, finds it necessary to transfer technical data and goods that are to be protected for export control purposes, the furnishing Party will mark it with a notice or otherwise specifically identify such technical data or goods. The notice or identification will indicate that such technical data and goods will be used and such technical data will be disclosed by the receiving Party and its contractors and subcontractors only for the purposes of fulfilling the receiving Party's responsibilities under this MOU. The notice or identification will also provide that such technical data will not be disclosed, and such technical data and goods will not be retransferred, to any other entity without prior written permission of the furnishing Party. The Parties agree to abide by the terms of the notice of identification and to protect any such marked technical data and identified goods. Nothing in this MOU requires the Parties to transfer technical data and goods contrary to national laws or regulations relating to export controls or control of classified data.

d. The Parties are under no obligation to protect any unmarked technical data or unidentified goods. However, all technical data or goods exchanged are to be used exclusively for the purposes of fulfilling the Parties' responsibilities under this MOU.

X. CUSTOMS CLEARANCE AND MOVEMENT OF PERSONNEL

The Parties shall facilitate waiver of all applicable duties and taxes for entrances to, and exits from, the respective countries for materials (including equipment) required for implementation of this MOU. Such arrangements shall be fully reciprocal.

Also, subject to its laws and regulations, each of the Parties will facilitate provision of the appropriate entry and residence documentation for the other Party's nationals and families who enter, exit, or reside within its territory in order to carry out activities under this MOU.

XI. PUBLIC INFORMATION

NASA and CSA may release public information regarding their respective efforts in connection with this joint project. However, NASA and CSA each agree to coordinate in advance with the other any public information activities which relate to the other's responsibilities or performance. Information which has been previously cleared and has not changed will not require re-coordination.

XII. LIABILITY

a. The Parties hereby establish a comprehensive cross-waiver of liability between the Parties and the Parties' related entities, in the interest of encouraging participation in space exploration, exploitation, and investment. This cross-waiver of liability will be broadly construed to achieve this objective.