

2009/09/15



Ministerie van Economische Zaken

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Ons kenmerk
OI/1 / 9158086

Uw kenmerk
Uw brief van 1 september 2009

Informatiekopie aan

Bijlage(n)
1

Datum - 15 SEP. 2009 -

Betreft WOB-verzoek

Geachte

In antwoord op uw WOB verzoek van 1 september jl. en in vervolg op onze brief van 4 september jl. (ref. DC/9154779) treft u als bijlage bij deze brief aan een kopie van de door u gevraagde overeenkomst tussen de Staat der Nederlanden en ESA m.b.t. de ruimtevlucht in 2004 van André Kuipers

Krachtens artikel 3, eerste lid, van de Wob, kan een ieder een verzoek om informatie neergelegd in documenten over een bestuurlijke aangelegenheid richten tot een bestuursorgaan. Blijkens het tweede lid van dit artikel vermeldt de verzoeker bij zijn verzoek de bestuurlijke aangelegenheid of het daarop betrekking hebbend document, waarover hij informatie wenst te ontvangen.

Het bestuursorgaan zal het verstrekken van de gevraagde informatie achterwege kunnen dan wel moeten laten wanneer zich één of meer van de in artikelen 10 en 11 van de Wob genoemde uitzonderingsgronden en beperkingen voordoen.

In artikel 10, eerste lid, aanhef en onder c, van de Wob is gesteld dat het verstrekken van informatie op grond van de Wob achterwege blijft voor zover dit bedrijfs- en fabricagegegevens betreft, die door natuurlijke personen of rechtspersonen vertrouwelijk aan de overheid zijn meegedeeld. Onder bedrijfs- en fabricagegegevens in deze zin moet blijkens bestendige jurisprudentie worden verstaan: al die gegevens waaruit wetenswaardigheden kunnen worden afgelezen of afgeleid met betrekking tot de technische bedrijfsvoering of het productieproces dan wel met betrekking tot de afzet van producten of de kring van afnemers of leveranciers. Gegevens die de financiële bedrijfsvoering betreffen kunnen eveneens als bedrijfs- en fabricagegegevens worden aangemerkt. Op deze grond zijn de financiële gegevens gelakt uit de bijgevoegde overeenkomst.



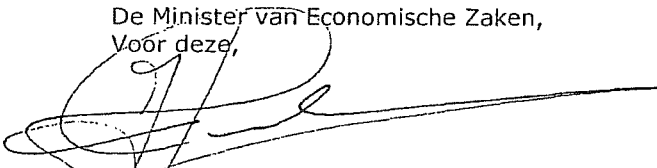
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**Directoraat-generaal
Ondernemen en Innovatie**
Directie Innovatie

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Het verstrekken van informatie blijft ingevolge artikel 10, tweede lid, onder e, van de Wob eveneens achterwege, voor zover het belang van openbaarheid niet opweegt tegen het belang van de eerbiediging van de persoonlijke levenssfeer. Op deze grond zijn namen, telefoonnummers etc. van ambtenaren en personen van ESA gelakt uit bijgevoegde overeenkomst.

De Minister van Economische Zaken,
Voor deze,



Dr. J.B. Lindeman
Clusterleider Lucht- en Ruimtevaart
Directoraat-Generaal voor Ondernemen en Innovatie

Tegen dit besluit kan degene wiens belang rechtstreeks bij dit besluit is betrokken binnen 6 weken na de dag van verzending van dit besluit een gemotiveerd bezwaarschrift indienen bij de Minister van Economische Zaken, directie Wetgeving en Juridische Zaken, ALP L/204, Postbus 20101, 2500 EC 's-Gravenhage.

Dit besluit is verzonden op de in de aanhef van deze brief vermelde datum.

ARRANGEMENT BETWEEN THE EUROPEAN SPACE AGENCY AND
THE GOVERNMENT OF THE NETHERLANDS, REGARDING
COOPERATION FOR THE PARTICIPATION OF THE ESA
ASTRONAUT ANDRÉ KUIPERS AS A FLIGHT ENGINEER ON A
SOYUZ FLIGHT TO THE INTERNATIONAL SPACE STATION
SPONSORED BY THE NETHERLANDS

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The European Space Agency (ESA), whose activities are governed by the Convention on the establishment of a European Space Agency opened for signature in Paris on 30 May 1975 and entered into force on 30 October 1980,

and

the Government of The Netherlands (GoN), represented by the Minister for Economic Affairs and the Minister of Education, Culture and Science,

also referred to below jointly as “the Parties” and individually as “Party”,

HAVING REGARD to the Agreement among the Government of Canada, Governments of Member States of the European Space Agency, the Government of Japan, the Government of the Russian Federation, and the Government of the United States of America concerning Cooperation on the Civil International Space Station (IGA), signed in Washington on 29 January 1998,

HAVING REGARD to the Memorandum of Understanding between ESA and NASA concerning Cooperation on the Civil International Space Station, signed on 29 January 1998 (ISS MOU),

HAVING REGARD to the Resolution on the build-up of a single European Astronaut Corps (ESA/C/CXXXIV/Res.2 (Final)) adopted by the ESA Council on 25 March 1998,

HAVING REGARD to the Code of Conduct for the International Space Station Crew, provided for in Article 11 of the IGA, and brought into force on 15 September 2000, together with the Disciplinary Policy for ISS Crew,

HAVING REGARD to the principles of the cooperation with national entities on the functioning and operations of the European Astronaut Centre (EAC) as laid down in document ESA/PB-MS(2000)1, unanimously adopted by the ESA Manned Space Programme Board on 17 February 2000,

HAVING REGARD to the “Framework Agreement between the European Space Agency and the Russian Aviation and Space Agency regarding the provision of flight opportunities for ESA astronauts using Russian flight opportunities to the International Space Station” (hereinafter called “the Framework Agreement”), signed on 9 May 2001,

HAVING REGARD to the “European Astronaut Policy” as laid down in document ESA/C(2002)19, rev.3, unanimously approved by the ESA Council on 13 June 2002,

HAVING REGARD to the Preliminary Authorisation To Proceed (PATP) for the provision by Rosaviakosmos/Energia of a Soyuz taxi flight for an ESA astronaut of Dutch nationality to the International Space Station, dated 29 January 2003, its amendment and its extension, known to GoN,

CONSIDERING that GoN has decided to sponsor a Soyuz taxi flight to the ISS with an ESA astronaut of Dutch nationality and that ESA will support GoN in the implementation of this flight opportunity and its scientific and technological experiment programme, as specified in the ISS Flight Order Contract (IFOC) concluded for this purpose between ESA and Rosaviakosmos/Energia,

HAVE AGREED AS FOLLOWS:

Article 1 – General considerations

- 1.1. The purpose of this Arrangement is to define the modalities of the cooperation between ESA and GoN on the GoN-sponsored Soyuz Flight Opportunity scheduled for April 2004 (hereinafter “the Soyuz Flight”), carried out by Rosaviakosmos/Energia, to the International Space Station (ISS), and to identify the individual responsibilities of ESA and GoN in the cooperation. For the purpose of this Arrangement, the term “Mission” will mean all activities related to the Soyuz Flight, from the start of the training by the astronaut until the termination of this Arrangement.
- 1.2. ESA will make available André Kuipers, a member of the European Astronaut Corps of Dutch nationality as first Flight Engineer (hereinafter called the “Astronaut”) and the ESA astronaut Gerhard Thiele as back-up Flight Engineer (hereinafter called the “Back-up Astronaut”) for the Soyuz Flight.



Taking into account that the Soyuz Flight is a mission to the International Space Station, ESA will also exercise its responsibilities as the ISS Cooperating Agency for crew matters concerning its astronauts in accordance with the ISS agreements (IGA and ISS MOU).

Article 2 – Rights and Responsibilities of the Parties

- 2.1. Under the terms of the present Arrangement, ESA will:
 - 2.1.1. negotiate, conclude and sign an ISS Flight Order Contract (IFOC) with Rosaviakosmos/Energia on the implementation of a flight opportunity for a Dutch Astronaut of the ESA Astronaut Corps as the flight engineer of a visiting crew onboard a “Soyuz” spacecraft to the ISS, as well as the implementation of a related programme of experiments. A copy of the IFOC will be made available to GoN;

- 2.1.2. make available the Astronaut and Back-up Astronaut, for the Soyuz Flight from the date of the start of their flight specific training, up to the completion of their tasks resulting from the IFOC. This assignment shall be in accordance with the conditions specified in Article 7 of the IFOC as applicable and shall cover the period comprising training for the pre-flight, flight and post-flight activities of the Soyuz Flight. The assignment to further activities, which extend beyond the completion of the tasks resulting from the IFOC and require their involvement related to post-flight and communication activities, shall be agreed by ESA and GoN on a case by case basis, where such activities are not covered by the ESA/GoN Joint Communication Plan referred to under Article 3;
- 2.1.3. continue to pay the salary of the Astronaut and Back-up Astronaut, and the allowances to which they are entitled as ESA staff members, it being understood that they will also remain covered by the ESA social security system to which they contribute. The Astronaut and Back-up Astronaut will remain ESA staff members during the period covered by this Arrangement. Therefore, ESA rules and regulation relevant to leave, absence and holidays, and medical assistance shall apply;
- 2.1.4. in addition to maintaining appropriate supervision over the Astronaut and Back-up Astronaut as members of the European Astronaut Corps, exercise all responsibilities as the ISS Cooperating Agency designated by the European Partner, including for the purpose of ensuring communication with the partnership through the cooperation bodies with responsibilities on crew matters established pursuant to Article 11 of the ISS MOU;
- 2.1.5. inform the Astronaut and Back-up Astronaut of their obligations in the framework of the Soyuz Flight and request from them written confirmation, that they understand those obligations and agree to meet them, in particular the Code of Conduct and Disciplinary Policy for the ISS crew;
- 2.1.6. be responsible for all medical operations activities for the Astronaut and Back-up Astronaut as members of the European Astronaut Corps and as flight engineer on the Soyuz Flight, including the responsibility for their state of health during the training, the flight itself, at the landing site and during the post-flight period;
- 2.1.7. provide support to the Astronaut and Back-up Astronaut's family, during the pre-flight, flight and post-flight phases in accordance with the applicable ESA policy;
- 2.1.8. make available logistic and infrastructure support services as defined in Annex 2;

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- 2.1.9. bear the costs of Specialists' missions, including insurance coverage, as referred to in Article 9 of the IFOC, specifically requested by ESA;
- 2.1.10. provide insurance (private or state insurance in accordance with domestic Practice) for life and health of the Astronaut and Back-up Astronaut during the Mission, as well as for all ESA personnel involved in the Mission for the entire period of their stay in Russia and Kazakhstan, in accordance with Article 9 of the IFOC, as applicable;
- 2.1.11. provide for the availability of the key personnel in compliance with and as defined 
- 2.1.12. constitute a mission implementation team and designate a mission manager for the preparation and implementation of the Mission who will act as the interface towards Rosaviakosmos/Energia for technical matters related to the implementation of the IFOC other than astronaut matters, for which a Crew Operation Manager is designated. The mission manager shall duly consult with the GoN designated single counterpart in order to achieve an appropriate coordination;
- 2.1.13. implement in cooperation with GoN the experimental programme for the Mission, ; by 1 September 2003 at the latest, the Parties will de-scope, as required, the experimental programme as defined in Annex 1, to bring the experimental programme in line with the terms and conditions of the IFOC except for the maximum up load mass which shall not exceed 105 kilograms; if during the further development of the experimental programme, the resources for the experimental programme exceed the 105 kilograms up load mass or the other resources provided pursuant to the IFOC, the Parties will meet to discuss the situation and take the appropriate actions; any additional cost resulting from such situation shall be borne by the Party whose experiments are involved, consistent with Article 2.2.6; changes to the experimental programme have to be agreed between the Parties;
- 2.1.14. provide the mission integration, including applicable documentation, for the experimental programme;
- 2.1.15. provide the overall coordination of the Baseline Data Collection and perform the necessary pre- and post flight Baseline Data Collection based on the requirements of the experimental programme;
- 2.1.16. define and coordinate the overall training programme for the experimental programme and support the implementation of the training for the experimental programme;

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- 2.1.17. establish with the Principal Investigators (PI), the appropriate project documentation that identifies and addresses all interactions necessary for the planning, development, preparation, integration and operation of the flight experiments including training and Baseline Data Collection;
- 2.1.18. conclude and implement the necessary arrangements with other space agencies/entities for the availability of standard flight and ground hardware necessary for the experimental programme, as applicable;
- 2.1.19. conclude and implement a contract with Dutch Space, for a firm fixed amount of [REDACTED], for the implementation of the Dutch Project Office (hereafter DPO) to support the development of the Dutch experiments (see Annex 1) in the areas of engineering, documentation preparation, PA and safety, and operations;
- 2.1.20. conclude and implement contracts with Dutch Space, for a total firm fixed amount of [REDACTED], for the support to the development of the Dutch experiments ARGES, SUIT and MOUSE TELEMETER;
- 2.1.21. conclude and implement a contract with NLR, for a firm fixed amount of [REDACTED] for experiment coordination;
- 2.1.22. use all reasonable efforts to design, develop, and test, as applicable, any experiment unique equipment and software (ground and flight) required for ESA experiments, as identified in [REDACTED] provide this equipment and software to the Russian party in accordance with agreed-to schedules, and ensure that this experiment-unique equipment and software comply with all transportation systems and the safety and science verification requirements of the IFOC;
- 2.1.23. use all reasonable efforts to provide, as applicable, for special ground facilities, capabilities, and modifications to flight hardware, which are not foreseen in the IFOC, as required to support the pre- and post-flight activities of the ESA experiments, as identified in [REDACTED]
- 2.1.24. provide operations support services as defined in Annex 3.
- 2.2. Under the terms of the present Arrangement, GoN will:
- 2.2.1. pay to ESA a firm fixed amount of [REDACTED] [REDACTED] [REDACTED] [REDACTED] for the payment by ESA of the IFOC [REDACTED] [REDACTED] and the payment by ESA of the net premium for the insurance policy [REDACTED] [REDACTED], in accordance with the payment schedule [REDACTED] [REDACTED]

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- 2.2.2. pay to ESA a firm fixed amount of [REDACTED], as compensation for the optional services to the Mission as defined in the European Astronaut Policy and being an integral part of the ESA responsibilities under Article 2.1. It is understood that this amount is based on the experimental programme, as defined in Annex 1; if the experimental programme is changed, the Parties will meet and agree on the adaptation of this firm fixed amount, as appropriate;
- 2.2.3. pay to ESA the firm fixed amount of [REDACTED] for covering the expenses born by ESA under the contract concluded by ESA with Dutch Space for the implementation of the DPO to support the experiment development in the areas of engineering, documentation preparation, PA and safety, and operations for the Dutch experiments, as identified in Annex 1;
- 2.2.4. pay to ESA the firm fixed amount of [REDACTED] for covering the expenses born by ESA under the contracts concluded by ESA with Dutch Space for the support to the development of the Dutch experiments ARGES, SUIT and MOUSE TELEMETER;
- 2.2.5. pay to ESA the firm fixed amount of [REDACTED] for covering the expenses born by ESA under the contract concluded by ESA with NLR for experiment coordination;
- 2.2.6. pay to ESA the costs, which ESA will have to pay to Rosaviakosmos/Energia as a result of exceeding the resources provided pursuant to the IFOC for carrying out the agreed experimental programme; it is understood that, in accordance with Article 2.1.13, the payment related to subsequent changes to the experimental programme as agreed between the Parties by 1 September 2003 at the latest, will only apply to the Dutch experiments;
- 2.2.7. support financially, as applicable, the Dutch PI/Co-I's in the pre-flight, flight and post-flight activities as required for the scientific programme, including but not limited to experiment science verification testing, analysis activities and participation in technical meetings, reviews, training and Baseline Data Collection;
- 2.2.8. designate the GoN counterpart for the ESA mission manager in order to secure an appropriate and efficient ESA/GoN coordination with respect to the GoN and ESA undertakings;
- 2.2.9. provide for the availability of the key-persons in compliance with, and as defined, [REDACTED]

- 2.2.10. bear the costs of Russian Specialists' missions, including insurance coverage, referred to in Article 9 of the IFOC, if specifically requested by GoN;
 - 2.2.11. confirm for all GoN personnel (including PI/CoI's) involved in the Mission, that his/her insurance coverage (private or state insurance in accordance with domestic practice) for life and health is adequate for the entire period of their stay in Russia and Kazakhstan, in accordance with Article 9 of the IFOC, as applicable;
 - 2.2.12. reimburse to ESA all travel and subsistence costs induced by the participation of the Astronaut and Back-up Astronaut in GoN mission-specific activities requested by GoN and in the GoN activities which will be specified in the ESA/GoN Joint Communication Plan referred to under Article 3.
- 2.3. In addition to its responsibilities under Article 2.2, GoN will:
- 2.3.1. design, develop, and test any experiment unique equipment and software (ground and flight) required for the Dutch experiments as marked in Annex 1, provide this equipment and software to ESA in accordance with agreed-to schedules, and ensure that this experiment-unique equipment and software comply with all transportation systems and the safety and science verification requirements of the IFOC;
 - 2.3.2. provide for special ground facilities (other than those listed in Annex 3), capabilities, and modifications to flight hardware, which are not foreseen in the IFOC, as required to support the pre- and post-flight activities of the Dutch experiments as marked in Annex 1;
 - 2.3.3. support from the Dutch User Support Centre, as applicable, on-orbit operation of the experiment-unique equipment, in addition to the support provided by ESA at Mission Control Centre Moscow (MCC-M).

**Article 3 - Communication,
public relations and promotional activities**

- 3.1. All communication, public relations and promotional activities concerning the Soyuz Flight will be based on a ESA/GoN Joint Communication Plan which shall be agreed between the Parties not later than 15 August 2003 and cover a period ending at the termination of the Arrangement. Each Party will ensure the balanced visibility of the other Party in the communication activities (and products) as appropriate.
- 3.2. This ESA/GoN Joint Communication Plan and its implementation will, inter alia, put in evidence that:



- 3.2.1. the GoN is the sponsoring government of the Flight Opportunity for the ESA astronaut of Dutch nationality, and for the related experimental programme;
 - 3.2.2. the Astronaut will perform an experimental programme of important scientific interest and valuable international cooperation on board the ISS;
 - 3.2.3. the Astronaut and Back-up Astronaut are members of ESA's European Astronaut Corps;
 - 3.2.4. ESA Member States, designated collectively as the European Partner represented by ESA, and Russia, represented by Rosaviakosmos, are Partners in the International Space Station Programme;
 - 3.2.5. the flight is conducted on board the Russian space vehicle Soyuz and the International Space Station.
- 3.3. The ESA/GoN Joint Communication Plan will include:
- common set of objectives, main messages and target audiences;
 - pre-flight (including training), flight and post-flight communication and public relation activities, including media coverage, guest operations during launch/landing and video links with ISS;
 - principles for developing public relations material and other communication tools relevant to the Soyuz Flight;
 - logos and related arrangements (consistent with paragraph 3.6);
 - interfaces with Rosaviakosmos/Energia and other ISS Partner Agencies;
 - GoN and ESA spokespersons list;
 - provisions for the case in which the Astronaut has to be exchanged by the Back-up Astronaut;
 - reference to contingency plan;
 - provisions on the sharing of financial responsibilities.
- 3.4. ESA will be responsible for the implementation of all communication, public relations and promotional activities related to the Soyuz Flight as defined in the Joint Communication Plan. These activities will be implemented in close cooperation with GoN. Any additional activities will have to be agreed by the Parties.
- 3.5. There will be one logo and one name for the Mission, jointly agreed by ESA, GoN and Rosaviakosmos/Energia; this logo and name will be used for promotional material such as stickers, patches etc. ESA and GoN will jointly agree on a proposal to Rosaviakosmos/Energia no later than 15 October 2003.
- 3.6. The clothing and spacesuit worn by the Astronaut and the Back-up Astronaut in the fulfilment of his communication activities in the framework of the Mission will be in line with the EAC standard practice and will feature, as applicable, his national flag, the EAC logo, the ESA logo, the ISS logo, Rosaviakosmos/Energia logos, and the mission logo.

Article 4 - Educational activities

- 4.1. One of the objectives of the Soyuz Flight will be to develop educational content for students and teachers, and to raise the awareness and interest of the general public and the youngsters in particular, in the scientific disciplines.
- 4.2. For this reason, ESA and the GoN will develop a Joint Educational Plan, to be concluded before 15 July 2003 on which the educational activities will be based.
- 4.3. The ESA/GoN Joint Education Plan will include:
 - a common set of objectives and target groups;
 - description of the educational activities during the Mission;
 - points of contact for the programme;
 - organisational structure for the projects;
 - provisions for the sharing of financial responsibilities.
- 4.4. ESA will be responsible for the relations with Rosaviakosmos/Energia.
- 4.5. GoN will be responsible for the relations with the relevant Dutch educational institutions.

Article 5 - Commercial projects

- 5.1. The Parties agree on the principle to implement joint commercial projects, such as sponsorship activities and commercial payloads, in accordance with the applicable rules and regulations.
- 5.2. The Parties will agree on each commercial project to be included in the Mission and the related activities to be performed.
- 5.3. The commercial projects will be subject of dedicated arrangements to be agreed by the Parties; the Parties will share the cost and income of such commercial projects.

Article 6 - Insurance

- 6.1. An insurance policy on the Soyuz flight will be taken up, covering the case in which due to circumstances concerning the Astronaut, the latter would be prevented from implementing the Soyuz flight.
- 6.2. The insurance policy will be formalised through ESA for which the following modalities will apply:
 - 6.2.1. ESA will negotiate, in consultation with GoN, a proposal with the insurance broker;

6.2.2. GoN will mandate ESA to enter into an insurance contract covering the Soyuz flight;

6.2.3. GoN will pay the premium of such insurance, consistent with Article 2.2.1;

6.2.4. ESA will hold for GoN the benefits accruing from the insurance policy referred to in this Article until their utilisation is determined by GoN.

Article 7 – Points of Contact

7.1. For the purposes of implementing this Arrangement, the following persons are the designated points of contact:

For the European Space agency:

Mission Manager

[REDACTED]
European Space Research and Technology Centre (ESTEC)
PO box 299,
2200 AG Noordwijk, The Netherlands
[REDACTED]

Crew Operations Manager

[REDACTED]
European Astronaut Centre (EAC)
Linder Höhe,
D-51147 Köln, Germany
[REDACTED]

For the Government of The Netherlands:

[REDACTED]
Ministry of Education, Culture and Science
Europaweg 4
2700 LZ Zoetermeer, The Netherlands
[REDACTED]

[REDACTED]
Ministry of Economic Affairs
Bezuidenhoutseweg 30
2594 AV Den Haag, The Netherlands
[REDACTED]

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- 7.2. Without prejudice to the responsibilities of the Parties in the implementation of the present Arrangement, the points of contact will communicate to each other the relevant authorisations for specific activities not strictly arising out of the execution of the present Arrangement, which GoN would propose to assign to the Astronaut during the period of validity of this Arrangement.

Article 8 – Cross-Waiver of Liability, exchange of data and goods, jurisdiction and control and criminal jurisdiction

- 8.1. Considering that the activities under this Arrangement are conducted in the framework of the cooperation on the International Space Station, the Parties note that the provisions concerning the cross-waiver of liability in Article 16 of the IGA, the provisions concerning the exchange of data and goods of Article 19 of the IGA, the provisions concerning the jurisdiction and control of Article 5.2 of the IGA and the provisions concerning the criminal jurisdiction of Article 22 of the IGA shall apply to the activities of this Arrangement and the IFOC as if these provisions were repeated in their entirety below. It is understood that ESA and GoN shall be assimilated to two distinct Partners or Partner States for the purpose of applying the provisions of Articles 16 and 19 of the IGA referred to above.
- 8.2. In the event of a claim from a third party arising out of the activities conducted under this Arrangement, the Parties will consult promptly on any potential liability, on any apportionment of such liability, and on the defence of such claim, bearing in mind Article 17 of the IGA and the relevant ESA Council Resolutions.

Article 9 – Ownership and Intellectual property rights

- 9.1. All equipment and Information provided by one Party in the execution of the activities under the Arrangement shall remain the property of the originating Party, unless otherwise agreed upon in writing by the Parties.
- 9.2. Intellectual property rights conceived or developed solely by either Party or either Party's contractors and/or subcontractors in the execution of the activities under the Arrangement, shall be owned by such Party or by its contractors and/or subcontractors according to the applicable rules and regulations.
- 9.3. In the event that intellectual property rights are jointly made or created by employees of the Parties, their contractors or subcontractors, or both, during the performance of activities under the Arrangement, the Parties shall consult and agree as to future actions toward the establishment of intellectual property protection for such intellectual property and on the terms and conditions of any license or other rights to be exchanged or granted by or between the Parties.

- 9.4. Scientific data generated under this Arrangement will be reserved to the PI's for scientific analysis and first publication rights for a period of one year, beginning with receipt of the scientific data and any associated scientific data in a form suitable for analysis. ESA and GoN shall have access to, and use of the scientific data and any associated scientific data during the one year PI restricted publication period for such flight experiment, but such access and use will not prejudice the first publication rights of the PI.
- 9.5. On all publications by ESA or by GoN of the scientific results of the experiments resulting from the implementation of the activities under the IFOC and which are copyrighted, the Parties will have a royalty-free right under the copyright to reproduce, distribute, and use such copyrighted work for their purposes.

Article 10 - Application of the Code of Conduct

The Parties acknowledge that, should any of the provisions of the present Arrangement be inconsistent with those of the Code of Conduct for the International Space Station Crew, the provisions of the Code of Conduct shall prevail.

Article 11 – Applicable law, Consultation and Settlement of disputes

- 11.1. All matters covered by the present Arrangement shall be governed by the laws of the Kingdom of the Netherlands.
- 11.2. The Parties will consult with each other promptly when events occur or matters arise which may occasion a question of interpretation or implementation of the terms of this Arrangement.
- 11.3. Any issue of interpretation or implementation of the present Arrangement which cannot be settled in accordance with Article 11.2 will be referred for settlement to the ESA Director of Human Space Flight, Mr. J. Feustel-Büechl and the Head of the Dutch Delegation to ESA, Mr. J.H. De Groene.
- 11.4. Any dispute arising in connection with this Arrangement which cannot be amicably settled through consultation may be pursued by either Party in accordance with the Rules of Conciliation and Arbitration of the Paris-based International Chamber of Commerce.
- 11.5. The settlement shall be final and binding on the Parties and its execution shall be governed by the rules of procedure in force in the state in which it is to be executed.

Article 12 - Amendments

Provisions in this Arrangement may be amended at the request of either Party, by mutual written agreement. Such amendment shall be effective from the date of its signature by GoN and ESA.

Article 13 - Termination

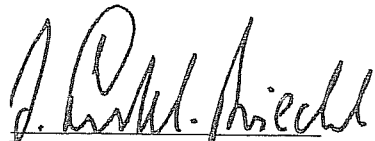
- 13.1 Either Party may terminate this Arrangement at any time following a three- (3) month written notice of its intent to terminate. Upon notice of termination, the Parties will expeditiously negotiate a termination agreement.
- 13.2 Recognising that this Arrangement provides the basis for ESA to discharge its obligations and exercise its rights pursuant to the corresponding IFOC, the termination agreement referred to in Article 13.1 shall ensure that the provisions of the IFOC are being implemented in an orderly manner.

Article 14 - Entry into force and duration

This Arrangement will enter into force on the date of its signature by the authorised representatives of the Parties. It will remain in force until 1 June 2005.

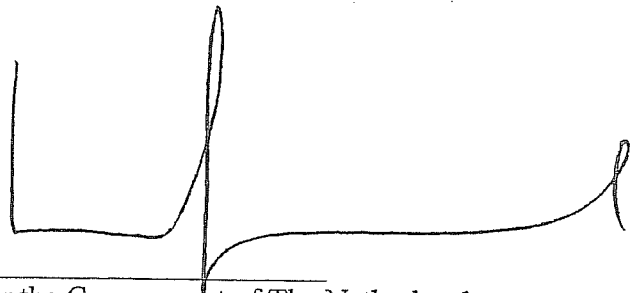


Done in three originals in the English language,



for the European Space Agency
J. FEUSTEL-BÜECHL
Director of Human Spaceflight

10/7/03



for the Government of The Netherlands,
L. J. BRINKHORST
Minister for Economic Affairs



for the Government of The Netherlands,
M. J. A. VAN DER HOEVEN
Minister of Education, Culture
and Science

Annex 2

Equipment and facilities made available by ESA to GoN at the Gagarin Cosmonaut Training Centre (GCTC) and MCC-M

GCTC / Prophylactorium

1. Transportation service for visiting Mission representatives and training support personnel (hereinafter the "Visiting Personnel") between Moscow's international airport and GCTC (other destinations to be agreed on) on a reimbursable basis and as far as availability exists. Transportation of equipment is only possible within the limits of the available car. Reservations have to be coordinated well in advance with ESA-EAC's office at GCTC.
2. Use and support of ESA-EAC's GCTC office facilities, international phone and fax on a reimbursable basis as well as local phone, copy machine, scanner, occasional access to the internet for e-mail retrieval, limited workspace.
3. Co-ordination and arrangement of GCTC accommodation for the Visiting Personnel (GCTC rates for accommodation apply).
4. Logistics support by ESA personnel at GCTC as far as availability exists.
5. Co-ordination with GCTC Authorities for the clearance of the Visiting Personnel to enter GCTC as well as the access to training areas and facilities for the purpose of training support

MCC-M

1. Provide staff according to the IFOC for operational support during flight operations
2. Logistics support by ESA personnel as far as availability exists during flight operations.



Annex 3

Operations Support Services

In preparation and during operations of the Soyuz flight, ESA will provide operations support services as referred to in Article 2.1.24, which will be available to the Operations Management at ESTEC, to the Crew Operations at ESA Astronaut Centre (EAC) and the Dutch User Centre (DUC).

In particular ESA will:

Provide the overall coordination for the preparation and conduct of the operations.

Provide communications services between ESTEC, EAC, DUC and International Partner Control Centres at Johnson Space Centre (JSC), Marshall Space Flight Centre (MSFC) and MCC-M

Provide voice and video conferencing services between ESTEC, EAC, DUC, and the International Partner Control Centres at JSC, MSFC and MCC-M

Provide telemetry services to ESTEC, EAC and DUC from International Partner Control Centres at JSC, MSFC and MCC-M

Provide schedules and timelines specific to the Soyuz flight.

Provide ground operations support during the Mission.



