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# News Release

National Aeronautics and  
Space Administration

Washington, DC 20546  
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For Release

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October 14, 1997

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FOR IMMEDIATE RELEASE

## NASA SIGNS INTERNATIONAL SPACE STATION AGREEMENT WITH BRAZIL

NASA Administrator Daniel S. Goldin and the Brazilian Space Agency President Dr. Luiz Gylvan Meira today signed an implementing arrangement providing for the design, development, operation and use of Brazilian developed flight equipment and payloads for the International Space Station.

Under this arrangement, the Brazilian Space Agency (AEB) will provide for use on the Space Station, a Technology Experiment Facility (TEF) and an Expedite the Processing of Experiments to Space Station (EXPRESS) pallet. The TEF will provide long-term exposure to the space environment for active and passive experiments. EXPRESS will serve an interface mechanism to attach small payloads to U.S. truss segments of the Space Station. Both pieces of hardware will provide greater capability for experiments that require exposure to the space environment on the station's exterior.

Brazil also will supply a Window Observational Research Facility, which will be used as a mount with data and power connections for optical experiments to perform observations of the Earth. Other contributions will include an Unpressurized Logistics Carrier (ULC) and associated equipment for transportation of ISS cargo on the Space Shuttle. The ULC is a cargo carrier to be used to carry station items, such as exterior spare parts and maintenance equipment, that do not require a pressurized environment. In exchange for AEB-provided equipment and support, NASA will provide Brazil with access to its ISS facilities on-orbit, as well as a flight opportunity for one Brazilian astronaut during the course of the ISS program.

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With the signing of this arrangement, Brazil joins 15 other countries including: Belgium, Canada, Denmark, France, Germany, Italy, Japan, the Netherlands, Norway, Russia, Spain, Sweden, Switzerland, the United Kingdom and the United States, in a cooperative venture to use the Space Station as a platform to advance space science and technology.

The assembly of the ISS begins in June 1998 with the launch of the Functional Cargo Block, a U.S. financed, Russian built and launched vehicle. The U.S. node is scheduled for launch on Shuttle mission STS-88 in July 1998. Assembly of the Space Station will be completed in 2003.

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**Implementing Arrangement  
Between the  
Government of the United States of America  
and the  
Government of the Federative Republic of Brazil  
for the Design, Development, Operation and Use  
of Flight Equipment and Payloads  
for the  
International Space Station Program**

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The Government of the United States of America,

and

The Government of the Federative Republic of Brazil (hereinafter collectively "the Parties"),

RECALLING a long history of very fruitful and mutually beneficial bilateral civil space cooperation between the United States and Brazil beginning in the 1960s,

RECALLING the Framework Agreement Between the Government of the United States and the Government of the Federative Republic of Brazil on Cooperation in the Peaceful Uses of Outer Space of March 1, 1996 (hereinafter the "Framework Agreement"), and that cooperative programs under this agreement would be established through implementing arrangements between The National Aeronautics and Space Administration (hereinafter "NASA") and the Brazilian Space Agency (hereinafter "AEB") as the designated Principal Implementing Agencies for this Agreement,

RECOGNIZING that the United States Government is strongly committed to building a permanently inhabited International Space Station (hereinafter the "ISS") to provide a unique opportunity for international cooperation in space science and technology, and to take advantage of the low-gravity environment, the near-perfect vacuum of space and the potential of the vantage point afforded by the ISS for observing the Earth and the rest of the Universe,

NOTING the Agreement among the Government of the United States of America, Governments of Member States of the European Space Agency, the Government of Japan, and the Government of Canada on Cooperation in the Detailed Design, Development, Operation, and Utilization of the Permanently Manned Civil Space Station of September 29, 1988 (hereinafter the "1988 Space Station Intergovernmental Agreement") and the intention of the parties to that Agreement to supersede the 1988 Space Station Intergovernmental Agreement and add the Government of the Russian Federation as a new party (either the 1988 Space Station Intergovernmental Agreement or its superseding agreement referred to hereinafter as the "IGA"),

NOTING that one of the purposes of the Government of the Federative Republic of Brazil is to achieve an enhancement of the capability of Brazilian industry,

RECOGNIZING that NASA and AEB have completed a joint study to investigate Brazil's potential provision of certain equipment for use on the ISS, and taking note that the study indicated the potential mutual benefits that would result from cooperation between NASA and AEB with respect to the ISS program,

NOTING that the Government of the Federative Republic of Brazil policy establishes that AEB's contribution to the ISS program will primarily be performed through Brazilian

industry suppliers in order to enhance their capabilities in technology, quality and productivity.

CONVINCED that this activity will further expand space cooperation through the establishment of a long-term and mutually beneficial relationship and will further promote cooperation in the exploration and peaceful use of outer space,

HAVE AGREED as follows:

## **ARTICLE 1**

### **Purpose and Objectives**

1.1 The Government of the United States of America and the Government of the Federative Republic of Brazil designate, respectively, NASA and AEB as the agencies responsible for implementing the Parties' cooperation under this Arrangement.

1.2. The purpose of this Implementing Arrangement is to define the roles and respective responsibilities of NASA and AEB ("the Agencies") in the design, development, operation and use of the following equipment (which is further described in Article 3):

- Technology Experiment Facility (TEF)
- Window Observational Research Facility Block 2 (WORF-2)
- Expedite the Processing of Experiments to Space Station (EXPRESS) Pallet
- Unpressurized Logistics Carrier (ULC)
- Cargo Handling Interface Assembly (CHIA)
- Z1-ULC-Attach System (Z1-ULC-AS)

1.3 AEB will develop and provide this equipment to NASA as part of NASA's contribution to the ISS program. This equipment will play an important role in the ISS program. In exchange, AEB will receive rights from NASA as provided herein from NASA's allocation to utilize the ISS. The Parties will jointly undertake this cooperative program with the purpose of advancing space science, Earth observation, technology, and the commercial use of outer space. It is Brazil's intention that access to and use of the ISS will enable Brazil to strengthen its industrial and scientific space activities.

1.4. This Implementing Arrangement:

- defines the ways and means by which cooperation between the Parties will be conducted within the framework of the NASA Space Station program;
- provides a description of the equipment to be provided by AEB;

- describes the roles and responsibilities of NASA and AEB in the detailed design, development, and operation of the equipment provided by AEB, and arrangements for AEB's utilization of the ISS;
- establishes the managerial, technical and operational structures and interfaces necessary to ensure effective planning and coordination in the conduct of the detailed design, development, and operation of the equipment provided by AEB, and to ensure effective planning and coordination of AEB's utilization of the ISS; and
- provides a framework that maximizes the total capability of the equipment provided by AEB to accommodate user needs and ensures that the equipment provided by AEB, within NASA's Space Station program, will be operated in a manner that is safe, efficient and effective for both ISS users and operators.

1.5. Pursuant to laws and regulations of Brazil, AEB will be responsible for the cooperation provided for under this Implementing Arrangement and may further delegate to the Brazilian National Institute for Space Research (INPE), an institution of the Ministry of Science and Technology (MCT), certain AEB responsibilities under this Arrangement.

## **ARTICLE 2**

### **Relationship to Space Station Agreements; Order of Precedence**

2.1. The Parties undertake the cooperation under this Implementing Arrangement exclusively as part of the United States commitment to provide certain equipment for the ISS under the IGA. This Implementing Arrangement is intended to be consistent with and not to derogate from the provisions of the IGA, and the Memoranda of Understanding referred to in Article 4.2 of the IGA (collectively, the "Space Station Agreements"), or the respective rights and obligations of the Government of the United States under the Space Station Agreements.

2.2. All cooperation between the Parties under this Implementing Arrangement will be carried out consistent with the provisions of the Space Station Agreements. When the new Space Station Agreements enter into force, all cooperation between the Parties to this Implementing Arrangement will be carried out consistent with the provisions of those new agreements. In the event NASA determines that any conflict exists between the provisions of this Implementing Arrangement and the Space Station Agreements, such conflicts will be resolved by giving precedence to the Space Station Agreements, and by NASA and AEB expeditiously consulting to resolve any such conflicts.

2.3. For purposes of this Implementing Arrangement, the term "ISS Partners" will mean the parties to the relevant Space Station Agreements.

2.4. AEB rights with respect to ownership of equipment pursuant to Article 4.1 hereof and to utilization activities pursuant to Article 9 hereof are subject to any relevant approvals of the non-U.S. ISS partners. Upon entry into effect of this Implementing Arrangement, NASA will undertake to secure the relevant approvals as soon as possible.

### ARTICLE 3

#### General Description of the AEB-provided Equipment

AEB will provide the following equipment, including flight units, training units, simulators, orbital support equipment, flight support equipment, spares, software required to operate the equipment, and unique ground support equipment (GSE):

- The Technology Experiment Facility (TEF), which will provide long-term exposure to the low Earth orbit space environment for active and passive experiments. Provision of the TEF will include the flight unit, payload verification unit, training hardware and software, associated spares, and sustaining engineering. The TEF will be capable of remaining operational for approximately 10 years, with the support of ground maintenance, as appropriate.
- The Window Observational Research Facility Block 2 (WORF-2), which represents an ISS capability devoted to observational science and remote sensing development. This facility will be built in two blocks: WORF Block 1 will be constructed by NASA, and WORF-2 will be constructed by AEB. Provision of the WORF-2 will include flight unit hardware/software which allows autonomous operation of multiple cameras/sensor packages simultaneously, payload interface verification unit, training hardware and software, associated spares, and sustaining engineering. The WORF-2 will be capable of remaining operational for approximately 10 years, with the support of ground maintenance, as appropriate.
- The Expedite the Processing of Experiments to Space Station (EXPRESS) Pallet, which serves as an interface mechanism which is utilized to attach small payloads to the U.S. truss segment P3 or S3. The Pallet supports the launch, on-orbit operation, and return of ISS external payloads while accommodating up to six payload adapters. Provision of the EXPRESS Pallet will include four Pallet Flight Units, five sets (six per set) of Pallet adapters, a Kennedy Space Center (KSC) simulator and other training hardware and software, associated spares, and sustaining engineering. The EXPRESS Pallet will be capable of remaining operational for approximately 10 years, with the support of ground maintenance, as appropriate.
- The Unpressurized Logistics Carrier (ULC), which is a platform for transportation of unpressurized cargo and will be attached to U.S. truss segment P3. Provision of the ULC will include four flight units, training hardware and software, associated spares, and sustaining engineering. The ULC will be capable

of remaining operational for approximately 10 years, with the support of ground maintenance, as appropriate.

- The Cargo Handling Interface Assembly (CHIA), which are flight support equipment which provide a method of attaching cargo to ULCs and allow for on-orbit handling of the cargo. CHIA must be compatible with the Space Station Remote Manipulator System (SSRMS) and the Special Purpose Dexterous Manipulator (SPDM) robotic interfaces. Provision of CHIA will include flight units, training hardware and software, associated spares, and sustaining engineering. The CHIA will be capable of remaining operational for approximately 10 years, with the support of ground maintenance, as appropriate.

- The Z1-ULC-Attach System (Z1-ULC-AS), which provides mounting accommodations for external passive payloads and experiments. It will provide the attachments at the Z1 location, after removal of the P6 truss segment, and the structure to allow repositioning of the Ku-band antenna. The Z1-ULC-AS is comprised of a truss extension, 2 Unpressurized Logistics Carrier Attach Systems (ULCAS), a relocation site for the existing Ku-band antenna, and grapple fixtures. Provision of the Z1-ULC-AS will include flight units, training hardware and software, associated spares, and sustaining engineering. The Z1-ULC-AS will be capable of remaining operational for approximately 10 years, with the support of ground maintenance, as appropriate.

The above items will hereinafter collectively be referred to as "AEB-provided equipment."

#### **ARTICLE 4 Ownership**

- 4.1. Subject to Article 2.4, AEB will retain ownership of the TEF and the WORF-2 on-orbit.
- 4.2. Upon delivery of the EXPRESS Pallet, ULC, CHIA and Z1-ULC-AS to KSC, AEB, with the assistance of NASA, will conduct a post delivery inspection. Upon completion of such inspection, satisfactory to NASA, AEB will transfer to NASA ownership of this equipment and all associated equipment, and provide appropriate legal documentation evidencing such transfer.

#### **ARTICLE 5 Jurisdiction and Control**

In accordance with Article 5 of the IGA, NASA will exercise jurisdiction and control over all AEB-provided equipment.

**ARTICLE 6**  
**Major Program Milestones**

6.1. Because of the extended period of time required to assemble the ISS and the integrated nature of its assembly sequence, the delivery schedule for AEB-provided equipment may be revised over the life of the ISS program. In addition, major program milestones of the AEB-provided equipment may be affected by changes to the ISS program milestones. As such, NASA and AEB will develop, maintain and exchange coordinated implementation schedules for their respective responsibilities. These schedules, including dates for the milestones below, will be updated as necessary and controlled in appropriate program documentation as provided for in Article 8.

6.2. Major target milestones:

**TEF:**

Delivery of TEF to KSC	June 2003
Launch of TEF	January 2004

**WORF-2:**

Delivery of WORF-2 to KSC	June 2003
Launch of WORF-2	January 2004

**EXPRESS:**

Delivery of EXPRESS Flight Units #1 and #2	June 2001
Delivery of EXPRESS Flight Units #3 and #4	October 2003
Delivery of 2 Sets (6/set) of Pallet Adapters	January 2001, November 2001
Delivery of 3 Sets of Pallet Adapters (6/set)	June 2002
Launch of EXPRESS #1	January 2002

**ULC:**

Delivery of ULC Flight Units #1 and #2	November 2000
Launch of #1 ULC	May 2001
Delivery of ULC #3 and #4	November 2001

**CHIA:**

Delivery of CHIA	Compatible with provision of ULC
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**Z1-ULC-AS:**

Delivery of Z1-ULC-AS	December 2003
Launch of Z1-ULC-AS	June 2004

## **ARTICLE 7**

### **Respective Responsibilities**

#### **7.1. NASA Responsibilities**

While undertaking the detailed design and development of its ISS elements, and consistent with the management arrangements identified in Article 8 and in accordance with system-level specifications established in the Space Station Systems Specification document controlled by the Space Station Control Board (SSCB), and AEB-provided equipment specification documents controlled by the NASA-AEB Joint Control Board (JCB), NASA will:

1. Establish basic requirements for the AEB-provided equipment and develop, in consultation with AEB, detailed specifications for the AEB-provided equipment, including technical and operational interfaces between the AEB-provided equipment and the ISS, Space Shuttle, and payloads which have interfaces with the AEB-provided equipment.
2. provide ultimate design approval authority for the AEB-provided equipment and software, and be responsible for overall ISS systems engineering and integration (SE&I) management, system specifications and interface control documentation;
3. perform formal review and final acceptance of the AEB-provided equipment;
4. assist AEB in establishing verification, safety and mission assurance requirements and plans for the AEB-provided equipment as described in Article 12;
5. approve AEB verification and flight readiness certification;
6. establish, in consultation with AEB, requirements for testing and operations of the AEB-provided equipment;
7. establish, in consultation with AEB, a technical and management information system for computer based electronic flow of appropriate program information;
8. acquire and process engineering data to assess flight performance of the AEB-provided equipment;
9. make available to AEB, at a gateway in the United States, all on-orbit engineering data of the AEB-provided equipment;

10. perform all on-orbit operations of the AEB-provided equipment;
11. perform overall training management;
12. perform the analytical and physical integration of payload and cargo onto the EXPRESS Pallet and the ULC with AEB support and participation;
13. provide overall logistics support management including inventory data, maintenance schedules, and technical data;
14. provide or arrange for transportation and communications services to and from the ISS for AEB-owned equipment, including spares, and AEB-provided payloads and samples, according to the terms established in Article 9;
15. arrange for transportation and communications services to and from the ISS for AEB-provided equipment, including spares, whose ownership has been transferred to NASA;
16. integrate the AEB-provided equipment with the Space Shuttle and the ISS;
17. perform all ground operations, such as pre-launch and post landing operations, for the AEB-provided equipment;
18. perform the physical, analytical, and on-orbit activities necessary for integration of AEB-provided payloads which meet appropriate standard interfaces;
19. make available to AEB, at a gateway in the United States, all on-orbit data relevant to the AEB-provided payloads and provide reception from Brazil and uplink to orbit of related commands, and communications, according to the terms established in Article 9; and
20. provide access to NASA facilities, as appropriate, to support AEB's design and development activities under this Implementing Arrangement. Access to and use of these NASA facilities will be granted on a space-available basis and subject to specific arrangements.

## 7.2. AEB Responsibilities

While undertaking the detailed design and development of the AEB-provided equipment described in Article 3 and consistent with the management arrangements identified in

Article 8 and in accordance with system-level specifications established in the Space Station Systems Specification document (controlled by the SSCB) and the AEB-provided equipment specification documents (controlled by the NASA-AEB JCB), AEB will:

1. Establish design and manufacturing concepts for the AEB-provided equipment that will allow AEB to meet or exceed basic requirements established by NASA for the AEB-provided equipment;
2. design, fabricate, test and deliver to KSC the AEB-provided equipment. All AEB-provided equipment and payloads will be compatible with KSC facilities and verification processes, and with launch and return using the Space Shuttle;
3. select or ensure selection of, by its contractor, in consultation with NASA, an experienced human space flight contractor to support AEB's SE&I responsibilities;
4. establish, in consultation with NASA, AEB-provided equipment verification, safety and mission assurance requirements and plans as described in Article 12;
5. perform verification and flight readiness certification of AEB-provided equipment;
6. provide to NASA all design, integration, test and operational data for the AEB-provided equipment, necessary for NASA to integrate (including ground processing), operate, and maintain the AEB equipment, and to ensure safety. This data will follow information format and communications standards established by NASA;
7. establish and maintain a computerized technical and management information system compatible with the management arrangements defined in Article 8;
8. provide engineering and logistics support for AEB-provided equipment. The engineering support capability will include systems analyses, evaluation and assessments as requested by NASA;
9. provide personnel at KSC and JSC, as required, to supply expertise on all AEB-provided equipment and support NASA in its responsibilities for training, ground operations, integration, and systems operations;
10. perform stress assessments, based on the NASA Design and Verification Loads analyses;

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11. provide support for development of training requirements, materials and aids, and provide support to training for the on-orbit crew, ground support personnel and ground processing personnel for the AEB-provided equipment;
  12. provide sustaining engineering, refurbishment, and repair of the AEB-provided equipment for the operational lifetime of the equipment;
  13. perform any support required for on-orbit verification and operations readiness, residual Design, Development, Test and Engineering (DDT&E) including support for assembly operations, and design modifications for nominal performance;
  14. provide any replacement or upgrade of hardware, software, technical data and documentation resulting from sustaining engineering analyses;
  15. provide logistics support on AEB-provided equipment including all spares and spares maintenance, transportation of spares to and from KSC, inventory data, maintenance schedules, and technical data;
  16. provide or arrange for use of equipment and software necessary to receive on-orbit engineering data for AEB-provided equipment, and AEB payload-related data, made available by NASA at a gateway in the United States;
  17. provide required analyses and support for all AEB payloads proposed for operation on the ISS; and,
  18. provide payloads that meet ISS defined standard interfaces (e.g., EXPRESS racks or pallets, International Standard Payload Rack).

## **ARTICLE 8**

### **Program Management**

- 8.1. Program Management Primarily Associated with Design and Development
  - 8.1.a. The NASA-AEB management arrangement is based on concurrent processes between NASA and AEB: a top level NASA-AEB Executive Committee; a NASA-AEB Joint Control Board (JCB), and, in accordance with respective responsibilities, design and development working groups which support the JCB; on site liaison personnel; and contractor-to-contractor interface between NASA and AEB contractors.
  - 8.1.b. The NASA-AEB Executive Committee will meet annually to review the status of the program, and as required to resolve those issues brought forward from the JCB by AEB or NASA. The Executive Committee will also meet annually to approve the AEB

Utilization Plan as defined in Article 8.2. The Executive Committee will be co-chaired by designated representatives from NASA and AEB. Members will include representatives from other NASA program offices as required, and their AEB counterparts. Executive Committee membership will be confirmed through an exchange of letters between NASA and AEB within 60 days of entry into effect of this Implementing Arrangement.

8.1.c. Program implementation will be managed and coordinated by the JCB, composed of representatives of NASA and AEB. Specific membership will be addressed in the NASA-AEB Joint Management Plan (JMP). The JCB will control the configuration of AEB-provided equipment and associated requirements. In addition, the JCB will control the AEB-provided equipment specification document. A designated NASA representative will serve as the chair of the JCB and will also be a member of the SSCB, the multilateral board responsible for controlling overall requirements, configuration, resource allocations for design purposes and element interfaces for the ISS program.

As the JCB chair and a member of the SSCB, the designated NASA representative will represent the NASA-AEB JCB in matters before the SSCB that involve the AEB-provided equipment. Decisions by the JCB Chairman, or decisions by the SSCB Chairman that directly affect the AEB-provided equipment, may be appealed to the NASA-AEB Executive Committee; however, it is the duty of the JCB Chairman and the SSCB Chairman to make every effort in their respective boards to reach consensus rather than have issues referred to the Executive Committee. Such appeals will be made and processed expeditiously. Pending resolution of appeals, AEB need not proceed with the implementation of a JCB or SSCB decision as far as its provided equipment is concerned; NASA may, however, proceed with implementation of a JCB or SSCB decision as far as its provided equipment and elements are concerned. Upon Executive Committee resolution of any appeal, NASA and AEB shall proceed immediately to implement those resolutions.

8.1.d. In addition to AEB's participation in the JCB, AEB may monitor day-to-day program activities through a program liaison. The AEB liaison will be stationed at the Space Station Program Office at JSC to facilitate AEB program management's visibility to enable AEB to monitor the program on a technical level. Similarly, NASA may provide a liaison to AEB.

The liaisons will keep abreast of overall program requirements and milestone schedules, and monitor the progress of their respective contractors at a technical level; the liaisons will be on the distribution list for technical reports and documentation, as appropriate, and will attend all joint program-related technical meetings.

The Agencies' liaison personnel are not considered to be part of the receiving agency's program office and, as such, the sending agency is financially responsible for its liaison personnel. Additional liaison requirements may be documented in a separate Liaison Personnel Agreement between the Agencies.

8.1.e. NASA's Space Station prime contractor will support NASA implementation of SE&I management for the AEB-provided equipment and may interface directly with AEB and AEB's contractors, as appropriate.

8.1.f. Consistent with the above NASA-AEB management arrangement, NASA and AEB will work through their respective contractors to facilitate the use of common hardware, software and support equipment in order to promote efficient and effective ISS operations.

8.1.g. Upon delivery and acceptance of each item of AEB-provided equipment, NASA will become responsible for all aspects of its operation and utilization management.

8.1.h. The Executive Committee may make changes to the NASA-AEB management arrangement upon agreement of the Agencies. Such changes will be documented in the JMP.

## 8.2. Program Management Primarily Associated with Operations and Utilization

8.2.a. NASA will represent AEB on ISS multilateral utilization management boards. Upon request, AEB will provide expertise in matters involving AEB-provided payloads or other AEB utilization interests.

8.2.b. On an annual basis AEB will develop a five year Utilization Plan for all proposed uses of its allocations defined in Article 9. AEB will prioritize and propose appropriate schedules for the user activities in its Utilization Plan, including the use of user support centers and other ISS ground elements to support the utilization of the flight elements.

8.2.c. The AEB Utilization Plan will be delivered to the NASA Associate Administrator for Space Flight. The Associate Administrator for Space Flight is responsible for ensuring representation of the AEB Utilization Plan within the U.S. Space Station Utilization Board (SSUB) and for ensuring its inclusion in the U.S. Partner Utilization Plan (PUP). Following verification by NASA that the AEB Utilization Plan is consistent with the agreed AEB utilization rights, the AEB Utilization Plan will be approved by the NASA-AEB Executive Committee. Any proposed utilization by AEB, however, on behalf of a non-ISS Partner or a private entity under the jurisdiction of a non-ISS Partner will require the review and concurrence of NASA.

8.2.d. Prior to their implementation, NASA will provide copies of tactical utilization plans to AEB for its review and comment. Furthermore, NASA, through the Office of Space Flight, will consult with AEB regarding revisions or modifications to such plans

prior to their approval. AEB, or its designated representatives, will participate in user working groups responsible for detailed mission planning for those increments which include AEB-provided payloads.

8.2.e. If AEB utilization involves specific cooperative research with NASA, then the terms of such cooperation will be contained in appropriate instruments between the Agencies.

8.2.f. All AEB-provided payloads will be subject to the same reviews and certifications as all U.S. payloads.

### 8.3. Program Documentation

8.3.a. The NASA-AEB Joint Management Plan (JMP) defines the programmatic and technical coordination processes and jointly developed documentation and specifications used by NASA and AEB for all ISS design, development and implementation activities, as well as operations and utilization activities including ongoing responsibilities such as sustaining engineering and detailed responsibilities of any AEB-provided crew. The JMP will further define NASA and AEB's respective responsibilities, and relationships for ISS activities, specifically addressing management relationships and documentation requirements related to those responsibilities listed in Article 7.

8.3.b. NASA and AEB will develop and jointly sign an AEB-provided equipment specification that meets the requirements of the Space Station Systems Specification document which contains the performance and design requirements for all ISS flight elements and ground facilities hardware and software and provides the technical basis for overall conduct of ISS detailed design and development activities. The AEB-provided equipment specification will be controlled by the JCB. AEB will develop equipment specifications for AEB equipment/software and these specifications will meet the requirements in the jointly signed specification and the Systems Specification.

8.3.c. NASA and AEB will jointly develop and sign Interface Control Documents (ICDs) which control interfaces: between the flight equipment comprising infrastructure elements and the flight elements comprising accommodations elements; between flight elements comprising infrastructure elements and, as appropriate, between any other flight elements; between flight and ground elements, or among ground elements. Any modification to the ICDs will occur through the SSCB or one of its subordinate boards of which AEB is a member. NASA will also develop a Baseline Configuration Document (BCD) based on information provided by all the Space Station International Partners and AEB, which will control the configuration of the ISS.

**ARTICLE 9**  
**ISS Operation and Utilization Activities**

9.1. **NASA Access and Use of AEB-Provided Equipment**

NASA will have access to and use of the AEB-provided equipment not specifically allocated to AEB in Article 9.2 and 9.3. The capabilities of the AEB-provided equipment may also be made available to the ISS Partners, in accordance with the Space Station Agreements.

9.2. **AEB Access and Use of the ISS**

9.2.a. AEB's access to and use of the ISS reflects AEB's contribution of the equipment described in Article 3 and AEB's responsibilities as described in Article 7.

9.2.b. In exchange for the AEB-provided equipment and support, NASA will provide AEB, from its ISS allocation as defined in the Space Station Agreements, with:

1. User accommodations on the ISS, expressed in terms of express lockers, and adapter site years and transportation services to support AEB's use of these accommodations. For the purposes of this Implementing Arrangement, one adapter site year is defined as the use of one external adapter site equivalent for one year:

- 1 express locker on orbit for 10 years, and standard Space Shuttle services for the launch and return of 300 pounds of AEB payload.

- 1 adapter site year over the life of the ISS program and standard Space Shuttle services for the launch and return of one external payload integrated on an external payload adapter.

2. Use of the equivalent of 3.0 percent of the operational time available in the WOLF-2 facility and standard Space Shuttle services for the launch and return of 120 pounds of AEB payload each year for a period of ten years. It is AEB's intent to focus its WOLF-2 utilization in the observation of Brazil;

3. User accommodations in the TEF equivalent to two 50 kg trays for ten years and standard Space Shuttle services for five rotations (launch and return) of the trays. This allocation is based on the current TEF design of twenty-two 50 kg trays and four 150 kg trays;

4. Consistent with the approach used to allocate resources to all user accommodations, up to .45 percent of NASA's allocated utilization resources to support use of the above user accommodations. Utilization resources include power, user servicing capability (including services of the SPDM), heat rejection capacity, data handling capacity, crew time and EVA capacity.

5. Standard Space Shuttle services for launch and return of spares for the TEF and the WORF-2 in an amount not to exceed a total of 120 pounds each year for a period of ten years:

6. Tracking Data and Relay Satellite System (TDRSS) data transmission capability to support AEB's ISS utilization up to its allocated percentage of utilization resources.

9.2.c. AEB's rights to access and use of NASA's ISS pressurized volume allocations and rights to associated transportation and communication services and utilization resources as specified above in 9.2.b.1, 9.2.b.4 and 9.2.b.6 will begin to accrue after the first AEB-provided equipment is launched and operationally available on-orbit. AEB may manifest its express locker one year after their rights begin to accrue, or as agreed by NASA. . AEB's rights to access and use of NASA's ISS external payload accommodations and rights to associated transportation services and utilization resources as specified above in 9.2.b.1 and 9.2.b.4, will begin after the Z1-ULC-AS is launched and operationally available on-orbit. AEB's rights to access and use of WORF-2 and the TEF and rights to associated transportation and communication services and utilization resources as specified above in 9.2.b.2, 9.2.b.3, 9.2.b.4 and 9.2.b.6 will begin after the WORF-2 and TEF are launched and operationally available on-orbit. Specific plans for AEB's use of the above allocations will be developed as set forth in Article 8.

9.3. AEB may at any time barter for, sell to NASA or the International Space Station partners, or enter into certain other arrangements for any portion of its access to the ISS, and is free to market the use of its access according to procedures established by the International Space Station multilateral User Operations Panel (UOP), as defined in the Space Station Agreements. The terms and conditions of any barter or sale will be determined on a case-by-case basis by the parties to the transaction, with NASA concurrence. AEB may retain any revenues it derives from such marketing.

9.4.a. In addition to the transportation services provided by NASA as specified in 9.2.b, starting with initial AEB ISS utilization, AEB may, as agreed by NASA, purchase, on an annual basis, additional launch and return services from the U.S. allocation of total ISS user payload capacity available on flights to and from the ISS. Any special user integration or user operation support will be provided on a reimbursable basis at prices

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routinely charged comparable users for similar services. Further, in addition to the communications services provided by NASA as specified in 9.2.b.6, AEB may, as agreed by NASA, purchase TDRSS data transmission capability available to the ISS (which includes delivery of downlink AEB utilization data only to Space Station control centers in the U.S.) in connection with AEB's utilization of the ISS.

9.4.b. NASA will respect the proprietary rights in, and confidentiality of, AEB's appropriately marked data and goods to be transported on the Space Shuttle. In addition, AEB may implement measures necessary to ensure confidentiality of AEB utilization data passing through the ISS communications and data systems and other communications systems being used in conjunction with the ISS. Notwithstanding the foregoing, data that are necessary to assure safe operations will be made available according to procedures established by the UOP. The proprietary rights in, and the confidentiality of, AEB's utilization data passing through these communications systems will be respected.

## **ARTICLE 10**

### **AEB-provided Crew**

10.1. In exchange for AEB's contribution of the equipment described in Article 3 and AEB's responsibilities as described in Article 3 and AEB's responsibilities as described in Article 7, NASA will provide AEB, from its ISS crew allocation as defined in the Space Station Agreements, with the equivalent of one AEB-provided Space Station crew member for one on-orbit increment.

10.2. AEB's right to provide a fully trained crew member will be satisfied over the life of the ISS Program.

10.3. AEB ISS crew will meet ISS astronaut certification criteria for basic qualification requirements, medical certification standards, and general and personal suitability requirements. Potential AEB ISS crew will be selected to join NASA astronaut candidates for basic training with NASA. Following successful completion of basic training, NASA and AEB will jointly certify that the AEB-provided ISS crew candidates have met ISS standards and criteria for selection and certification. All AEB crew candidates will enter into an appropriate training cycle in order to acquire the skills necessary to conduct ISS operations and utilization. In accordance with Article 10.2 above, NASA will designate from among the certified AEB crew candidates, an AEB crew member for a specific crew complement for a specific crew rotation cycle.

10.4. Brazilian nationals who may serve as ISS crew under this Implementing Arrangement will be considered U.S.-provided personnel under Article 11 of the IGA.

10.5. AEB will itself be bound and will ensure that its ISS crew sign and will be bound by an ISS Crew Code of Conduct Agreement developed by NASA in consultation with the ISS Partners.

10.6. AEB will be financially responsible for all compensation, medical expenses, subsistence costs on Earth, and training for crew which it provides. Full training for all assigned duties will be required.

## **ARTICLE 11**

### **Standards, Specifications, Reviews and Language**

11.1. Standards and specifications will be developed as part of the NASA-AEB JMP and associated bilateral documentation and will constitute the specific requirements for control purposes in this cooperative program.

11.2. A schedule of preliminary and critical design reviews for the AEB-provided equipment will be made, with joint participation of the Agencies in all such reviews. These and other reviews conducted by the Agencies will be defined and scheduled in the NASA-AEB JMP. Relevant information from similar ISS reviews having a bearing on the AEB-provided equipment will be transmitted to AEB expeditiously.

11.3. All communication and documentation for this project will be in the English language.

11.4. The AEB-provided equipment may be designed and developed in the Metric System of units (millimeter, kilogram, etc.). However, the primary system of units at the interfaces between the AEB-provided equipment and the ISS will be the U.S. Customary System (inch, pound, etc.). The Metric System of units may be used as the secondary system of units at the interfaces.

## **ARTICLE 12**

### **Safety and Mission Assurance**

12.1. In order to assure safety, NASA has the responsibility, working with the other ISS Partners, to establish overall ISS safety and mission assurance requirements and plans covering ISS detailed design and development activities and mature operations and utilization. In order to assure safety, NASA has the responsibility, working with AEB, to establish overall safety and mission requirements and plans, relating to the AEB-provided equipment and associated GSE and software.

12.2. AEB will develop detailed safety and mission assurance requirements and plans for the AEB-provided equipment and associated GSE and software. Such requirements and plans must meet or exceed the overall ISS and safety and mission assurance requirements and plans established by NASA working with the other ISS Partners, and the Space Shuttle safety requirements established by NASA. Upon NASA approval of the AEB safety and mission assurance requirements and plans, AEB will have the responsibility to

implement applicable overall and detailed ISS and Space Shuttle safety and mission assurance requirements and plans throughout the lifetime of the program, and to certify that such requirements and plans have been met with respect to the ISS equipment and payloads it provides. NASA will have the overall responsibility to certify that the ISS as a whole and its elements and payloads are safe.

12.3. NASA will conduct overall integrated system safety reviews for ISS elements, launch package stage and payloads, as well as conduct safety reviews of the AEB-provided equipment and payloads. AEB will support these reviews and participate, as appropriate, in any ISS safety review boards established by NASA.

12.4. NASA will have the responsibility for taking any decision necessary to protect the safety of the ISS, including all equipment and elements operating in conjunction with the ISS, or its crew in an emergency.

### **ARTICLE 13**

#### **Financial Arrangements**

13.1. The Parties will each bear the costs of discharging their respective responsibilities, including travel and subsistence of their own personnel and ground and air transportation of all equipment for which they are responsible.

13.2. The ability of the Parties to carry out their respective obligations is subject to their respective funding procedures and the availability of appropriated funds.

13.3. In the event that funding problems arise that may affect a Party's ability to fulfill its responsibilities, that Party will promptly notify and consult with the other Party.

13.4. The Parties will seek to minimize the exchange of funds while carrying out their respective responsibilities in this cooperative program, including, if they agree, through the use of barter (provision of goods and services).

### **ARTICLE 14**

#### **Cross-Waiver of Liability**

14.1. The objective of this Article is to establish a cross-waiver of liability by the Parties and related entities in the interest of encouraging participation in the exploration, exploitation, and use of outer space through the ISS. This cross-waiver of liability shall be broadly construed to achieve this objective.

14.2. For the purposes of this Article:

14.2.a. A "Party" includes the Government of the U.S., the Government of Brazil, and agencies, institutions, and entities established under the laws and regulations of the U.S. or Brazil for the implementation of this Implementing Arrangement.

14.2.b. The term "related entity" means:

- (1) a Partner State under the Space Station Agreements (including Cooperating Agencies and assisting entities under the Space Station Agreements);
- (2) a contractor or subcontractor of a Party or Partner State at any tier;
- (3) a user or customer of a Party or Partner State at any tier; or
- (4) a contractor or subcontractor of a user or customer of a Party or Partner State at any tier.

This subparagraph may also apply to a State, or an agency or institution of a State, having the same relationship to a Party or Partner State as described in subparagraphs 14.2.b.(1) through 14.2.b.(4) above or otherwise engaged in the implementation of Protected Space Operations as defined in subparagraph 14.2.f. below.

"Contractors" and "subcontractors" include suppliers of any kind.

14.2.c. The term "damage" means:

- (1) bodily injury to, or other impairment of health of, or death of, any person;
- (2) damage to, loss of, or loss of use of any property;
- (3) loss of revenue or profits; or
- (4) other direct, indirect or consequential damage.

14.2.d. The term "launch vehicle" means an object (or any part thereof) intended for launch, launched from Earth, or returning to Earth which carries payloads or persons, or both.

14.2.e. The term "payload" means all property to be flown or used on or in a launch vehicle or the ISS.

14.2.f. The term "Protected Space Operations" means all launch vehicle activities, ISS activities, and payload activities on Earth, in outer space, or in transit between Earth and outer space in implementation of the Space Station Agreements and implementing arrangements. It includes, but is not limited to:

(1) research, design, development, test, manufacture, assembly, integration, operation, or use of launch or transfer vehicles, the ISS, or a payload, as well as related support equipment and facilities and services; and

(2) all activities related to ground support, test, training, simulation, or guidance and control equipment and related facilities or services.

"Protected Space Operations" also includes all activities related to evolution of the ISS. "Protected Space Operations" excludes activities on Earth which are conducted on return from the ISS to develop further a payload's product or process for use other than for ISS related activities in implementation of this Implementing Arrangement and the Space Station Agreements.

14.3.a. Each Party agrees to a cross-waiver of liability pursuant to which each Party waives all claims against any of the entities or persons listed in subparagraphs 14.3.a.(1) through 14.3.a.(3) below based on damage arising out of Protected Space Operations. This cross-waiver shall apply only if the person, entity, or property causing the damage is involved in Protected Space Operations and the person, entity, or property damaged is damaged by virtue of its involvement in Protected Space Operations. The cross-waiver shall apply to any claims for damage, whatever the legal basis for such claims against:

(1) another Party or Partner State;

(2) a related entity of another Party or Partner State;

(3) the employees of any of the entities identified in subparagraphs 14.3.a.(1) and 14.3.a.(2) above.

14.3.b. In addition, each Party shall, by contract or otherwise, extend the cross-waiver of liability as set forth in subparagraph 14.3.a. above to its related entities by requiring them to:

(1) waive all claims against the entities or persons identified in subparagraphs 14.3.a.(1) through 14.3.a.(3) above; and

(2) require that their related entities waive all claims against the entities or persons identified in subparagraphs 14.3.a.(1) through 14.3.a.(3) above.

14.3.c. For avoidance of doubt, this cross-waiver of liability includes a cross-waiver of liability arising from the Liability Convention where the person, entity, or property causing the damage is involved in Protected Space Operations and the person, entity, or property damaged is damaged by virtue of its involvement in Protected Space Operations.

14.3.d. Notwithstanding the other provisions of this Article, this cross-waiver of liability shall not be applicable to:

- (1) claims between a Party and its related entity or between its own related entities;
- (2) claims made by a natural person, his/her estate, survivors or subrogees (except when a subrogee is a Party) for bodily injury to, or other impairment of health of, or death of such natural person.
- (3) claims for damage caused by willful misconduct;
- (4) intellectual property claims;
- (5) claims for damage resulting from a failure of a Party to extend the cross-waiver of liability to its related entities, pursuant to subparagraph 14.3.b. above.

14.3.e. Nothing in this Article shall be construed to create the basis for a claim or suit where none would otherwise exist.

14.4. This Implementing Arrangement constitutes fulfillment of the relevant obligation of the United States, pursuant to the Space Station Agreements, to extend the cross-waiver of liability to related entities.

## **ARTICLE 15**

### **Liability Convention**

15.1. Except as otherwise provided in Article 14, the Government of the United States and the Government of Brazil, shall remain liable in accordance with the Liability Convention.

15.2. In the event of a claim arising out of the Liability Convention, the Parties shall consult promptly on any potential liability, on any apportionment of such liability, and on the defense of such claim.

15.3. Regarding the provision of launch and return services provided for in Article 9, the Parties may conclude separate agreements regarding the apportionment of any potential joint and several liability arising out of the Liability Convention.

## **ARTICLE 16**

### **Customs and Immigration**

16.1. The Parties shall facilitate the movement of persons and goods necessary to implement this Implementing Arrangement into and out of its territory, subject to its laws and regulations.

16.2. Subject to its laws and regulations, each Party shall facilitate provision of the appropriate entry and residence documentation for nationals and families of nationals of the other Party who enter or exit or reside within the territory of the first Party in order to carry out functions necessary for the implementation of this Implementing Arrangement.

16.3. Each agency shall seek to obtain permission for duty-free importation and exportation to and from its territory, of goods and software which are necessary for implementation of this Implementing Arrangement and the Space Station Agreements and shall ensure their exemption from any other taxes and duties collected by the customs authorities. This paragraph shall be implemented without regard to the country of origin of such necessary goods and software. If any duties or taxes are levied on any such goods or software after the Agencies make an effort to arrange for duty-free customs clearance such expenses shall be borne by the agency whose Government imposes any such duties or taxes. The requirement to ensure resulting duty-free treatment shall be fully reciprocal.

## **ARTICLE 17**

### **Exchange of Data and Goods**

17.1. Except as otherwise provided in this Article, the Agencies will transfer all technical data and goods considered to be necessary (by both parties to any transfer) to fulfill its respective responsibilities under this Implementing Arrangement and to fulfill NASA's obligations under the Space Station Agreements. Each agency undertakes to handle expeditiously any request for technical data or goods presented by the other agency for the purposes of this cooperation and the Space Station Agreements. This paragraph shall not require the Agencies to transfer any technical data and goods in contravention of applicable national laws or regulations.

17.2. The Parties agree that transfers of technical data and goods under this Implementing Arrangement shall be subject to the restrictions set forth in this paragraph. The transfer of technical data for the purposes of discharging the Agencies' responsibilities

with regard to interface, integration and safety shall normally be made without the restrictions set forth in this paragraph. If detailed design, manufacturing, and processing data and associated software is necessary for interface, integration or safety purposes, the transfer shall be made in accordance with subparagraph 1 above, but the data and associated software may be appropriately marked as set out below. Technical data and goods not covered by the restrictions set forth in this paragraph shall be transferred without restriction, except as otherwise restricted by national laws or regulations.

17.2.a. The furnishing agency will mark with a notice, or otherwise specifically identify, the technical data or goods that are to be protected for export control purposes. Such notice or identification shall indicate any specific conditions regarding how such technical data or goods may be used by the receiving agency and its contractors and subcontractors, and by including (1) that such technical data or goods will be used only to fulfill NASA's responsibilities under this Implementing Arrangement or the Space Station Agreements, and, (2) that such technical data or goods will not be used by persons or entities other than the receiving agency or ISS Partners, its contractors or subcontractors, or for any other purpose without the prior written permission of the furnishing agency.

17.2.b. The furnishing agency will mark with a notice the technical data that are to be protected for proprietary rights purposes. Proprietary data is data which existed prior to, or was produced outside of, this Implementing Arrangement, and such data embodies trade secrets or comprises commercial or financial information which is privileged or confidential. Such notice will indicate any specific conditions regarding how such technical data or goods may be used by the receiving agency and its contractors and subcontractors, including (1) that such technical data will be used, duplicated, or disclosed only to fulfill NASA's responsibilities under this Implementing Arrangement or the Space Station Agreements, and, (2) that such technical data or goods will not be used by persons or entities other than the receiving agency or ISS Partners, its contractors or subcontractors, or for any other purpose without the prior written permission of the furnishing agency.

17.2.c. In the event that any technical data or goods transferred under this Implementing Arrangement are classified, the furnishing agency shall mark with a notice, or otherwise specifically identify, such technical data or goods. The requested agency may require that any such transfer shall be pursuant to a security of information agreement or arrangement which sets forth the conditions for transferring and protecting such technical data or goods. A transfer need not be conducted if the receiving Party does not provide for the protection of the secrecy of patent applications containing information that is classified or otherwise held in secrecy for national security purposes.

No classified technical data or goods shall be transferred under this Implementing Arrangement unless both parties agree to the transfer.

17.3. Each agency shall take all necessary steps to ensure that technical data or goods received by it under subparagraphs 17.2.a, 17.2.b, or 17.2.c above shall be treated by the receiving agency, and other persons and entities (including contractors and subcontractors) to which the technical data or goods are subsequently transferred in accordance with the terms of the notice or identification. Each agency shall take all reasonably necessary steps, including ensuring appropriate contractual conditions in their contracts and subcontracts, to prevent unauthorized use, disclosure, or retransfer of, or unauthorized access to, such technical data or goods. In the case of technical data or goods received under subparagraph 17.2.c. above, the receiving agency shall accord such technical data or goods a level of protection at least equivalent to the level of protection accorded by the furnishing agency.

17.4. Except as otherwise provided in Article 19, it is not the intent of the Parties to grant, through this Implementing Arrangement any rights to a recipient beyond the right to use, disclose, or retransfer received technical data or goods consistent with conditions imposed under this Article.

17.5. Withdrawal from this Implementing Arrangement by a Party shall not affect rights or obligations regarding the protection of technical data and goods transferred under this Implementing Arrangement prior to such withdrawal, unless otherwise agreed in a withdrawal agreement pursuant to Article 22.

17.6. Notwithstanding any other provision of this Implementing Arrangement and if not agreed otherwise, each Party and its contractors and subcontractors shall make available to the other Party and the other Party's contractors and subcontractors, sufficient data to maintain, repair and replace all deliverable items under this Implementing Arrangement. Such data may be marked in accordance with subparagraph 2 of this Article.

## **ARTICLE 18**

### **Treatment of Data and Goods in Transit**

Recognizing the importance of the continuing operation and full international utilization of the ISS, each Party shall, to the extent its applicable laws and regulations permit, allow the expeditious transit of data and goods of the other Party and their users. This Article shall only apply to data and goods transiting to and from the ISS, including but not limited to transit between its national border and a launch or landing site within its territory, and between a launch or landing site and the ISS.

## **ARTICLE 19**

### **Intellectual Property**

19.1. Except as provided hereafter, all intellectual property conceived or developed solely by either Party or either Party's contractors and subcontractors in the performance of this Implementing Arrangement shall be owned by such Party or by its contractors and subcontractors. Each Party shall be entitled to a free of charge, non-exclusive, irrevocable license to use any intellectual property, conceived or developed by a Party or a Party's contractors or subcontractors, in the performance of this Implementing Arrangement, with the right to sublicense. Each Party shall have unlimited rights in any data, including computer software, first produced in the performance of this Implementing Arrangement.

19.2. Intellectual Property conceived or developed by the Parties under this Implementing Arrangement or ISS Partners in the performance of the Space Station Agreements shall be owned by the Party or ISS Partner who conceived or developed the intellectual property, in accordance with the IGA.

19.3. For the purposes of this Article, the Parties shall ensure that they or their contractors or subcontractors notify each other of any application for a patent or other intellectual property right within four months of the filing. The Parties shall treat such information as confidential as long as the application for the patent, or other form of property right, has not been published in accordance with the relevant law or during a period of 18 months following this application.

19.4. Where there is any doubt as to the application of these clauses to a particular situation such as intellectual property generated jointly or intellectual property belonging to third parties, or where a further agreement is needed to implement them in a particular case, then the Parties shall take without any delay all reasonable steps to maintain maximum legal protection and confidentiality.

19.5. For purposes of intellectual property law, activities occurring in or on an ISS flight element shall be deemed to have occurred only in the territory of the Partner State of that element's registry, except that for ESA-registered elements any European Partner State may deem the activity to have occurred within its territory.

19.6. Where a person or entity owns intellectual property which is protected in more than one European Partner State, that person or entity may not recover in more than one such State for the same act of infringement of the same rights in such intellectual property which occurs in or on an ESA-registered element.

19.7. The temporary presence in the territory of a Partner State or Brazil of any articles, including equipment in or on the ISS, in transit between any place on Earth and any flight element of the ISS registered by a Partner State or ESA shall not in itself form the basis for any proceedings in a Partner State or Brazil for patent infringement.

## **ARTICLE 20**

### **Public Information**

20.1. Release of public information regarding this program may be made by the appropriate agency for its own portion of the program as desired, and insofar as participation of the other agency is concerned, after suitable consultation.

20.2. When necessary, detailed arrangements for implementing public information activities foreseen under this Article will be mutually agreed.

## **ARTICLE 21**

### **Consultation and Settlement of Disputes**

Any dispute which is not settled through the mechanisms provided for in Article 8, or any other issue concerning the interpretation or implementation of the terms of this Implementing Arrangement that cannot be resolved otherwise, will be referred to the appropriate level of authority of the Agencies for consideration and action.

## **ARTICLE 22**

### **Termination**

22.1. Either Party may terminate this Implementing Arrangement at any time, upon at least one year's prior written notice by diplomatic note. If either Party gives notice of termination, the Parties will endeavor to reach agreement concerning the terms and conditions of either Party's termination before the effective date of termination, considering the objectives of this Implementing Arrangement. Moreover, recognizing the importance of the AEB-provided equipment to the ISS program, if the Government of the Federative Republic of Brazil terminates this Implementing Arrangement, AEB, if requested, will immediately take all necessary actions to enable NASA to succeed to all rights or title to equipment, hardware, drawings, documentation, software, spares, tooling, special test equipment, and/or any other necessary items related to its responsibilities under this Implementing Arrangement.

22.2. Upon notice of the Government of the Federative Republic of Brazil of termination of this Implementing Arrangement for any reason, NASA and AEB will expeditiously negotiate a termination agreement. Should such agreement provide for the

permanent transfer to NASA of AEB goods, it will also provide for NASA to give AEB adequate compensation for such transfer.

22.3. Termination by either party will not affect that party's continuing rights and obligations under this Implementing Arrangement with regard to liability and the protection of intellectual property unless otherwise agreed in a withdrawal agreement pursuant to Article 22.2 above.

### **ARTICLE 23**

#### **Amendments**

This Implementing Arrangement may be amended by written agreement of the Parties. Each Party may propose to the other amendments to this Implementing Arrangement in writing.

### **ARTICLE 24**

#### **Enhanced ISS Cooperation**

The Parties agree to consult as appropriate regarding future opportunities for enhanced ISS cooperation. These consultations will be conducted through the Agencies using the management mechanisms provided for in Article 8.

### **ARTICLE 25**

#### **Entry into Effect and Duration**

This Implementing Arrangement will take effect upon signature. It will remain in effect for the duration of NASA's Space Station Program unless terminated in accordance with Article 22.

Signed at Brasilia this        day of October, 1997, in duplicate, in the English and Portuguese languages, each text being equally authentic.

FOR THE GOVERNMENT OF THE  
UNITED STATES OF AMERICA:

FOR THE GOVERNMENT OF  
THE FEDERATIVE REPUBLIC  
OF BRAZIL:

**DECLARATION OF THE UNITED STATES-BRAZIL  
PARTNERSHIP FOR EDUCATION  
(Brasilia, October 14, 1997)**

We the Presidents of the United States and Brazil recognize that a new reality is reshaping the world and that our citizens must be prepared to meet the challenges of a globalized world in the 21st century. Education is the key to the future. We recognize that working together we will harness inevitable change to the benefit of families in our countries.

Literacy and a first-class educational foundation are critical determinants to the well-being of our citizens, the strength of our economies, and preserving the values we as democratically-elected leaders hold dear.

Skilled and educated people are the foundations of strong democracies and market economies. We must, therefore, ask more of our educational systems than ever before. Our governments have similar initiatives promoting the development of modern information infrastructures that will facilitate economic growth and will be the foundation of new ways to teach and learn. Our students must be able to compete in a new and constantly-changing job market. This requires access to life-long learning programs and the ability to participate in and benefit from varied cultures outside our borders as well as to process and organize more disparate information than ever before. Education is needed to participate actively and knowledgeably in democratic, plural and diverse societies.

The democracies of our hemisphere, which will take part in the next Summit of the Americas to be held next April in Santiago, agree that education must be a central element in our shared agenda. Bearing in mind the urgency of prompt, effective action, as a top priority we have separately launched, within our respective countries, new initiatives to raise the quality of education, particularly in the primary and secondary levels.

And together, today, we hereby establish the United States-Brazil Partnership for Education. Expanding exchanges, upgrading standards, enhancing teacher training, increasing participation by the family, community and business as well as incorporating new technology underpin our partnership.

**Cooperation in the Development and Use of Technologies in Education**

New technologies make possible the broad dissemination of information and permit new teaching methods and practices such as distance learning and the use of computers. In addition, students must also master new technologies in preparation for a changing workplace and take part in economic development. We will take advantage of technologies such as the Internet to broaden cultural and language contacts for our

students and teachers. We will jointly test and evaluate existing technologies, and facilitate development of appropriate new technologies, while engaging the private sector to assist with their introduction into the classroom.

### **Ensuring that Every Child Learns Through Educational Standards, Assessments, and Indicators**

Evaluating the performance of educational systems requires a clear definition of what schools should teach and what students are expected to know, as well as effective tools for measuring progress. Our governments will each establish standards for student performance in key subjects at appropriate levels, as well as the means to measure them. We will share experiences and information regarding progress on a continuous basis.

### **Strengthening Preparation and Professional Development of Teachers and School Managers**

Excellent schools require excellent teachers and managers. We will seek to have qualified, dedicated teachers in all classrooms, at all grades. To support this goal, we will exchange experiences and evaluate alternative models for teacher preparation and training for school management officials. We will especially consider ways to improve training for science teachers of scientific disciplines at the primary and secondary levels.

### **Increasing Educational Exchanges Between the United States and Brazil**

Already sharing a wide array of public and private educational exchange programs, the United States and Brazil will seek to expand exchanges at all levels, focusing on the priorities in this declaration. We will utilize existing and new mechanisms to establish a student exchange program for university students in mutually agreed areas such as engineering and technology. We will also consider a program of exchanges for language teachers to strengthen language skills and cultural ties between our countries. To assist private programs, we will explore methods for linking institutions to promote mutual recognition of educational credits.

### **Enhancing Family, Community, and Business Involvement in Education**

Opportunities for learning extend beyond the formal classroom. Parents, family members, employers, employees, older students, and volunteers can effectively participate in the education of children, especially in literacy enhancement. We re-affirm that the private sector is partner in education and will promote its involvement in such areas as combatting illiteracy and student dropout rates and enhancing school administration and overall school development

## **Implementing the Partnership**

Finally, to ensure our partnership is vigorously implemented, we hereby establish the Education Partnership Implementation Commission (EPIC). Through regular meetings, EPIC will monitor implementation of actions outlined in the annex to the Memorandum of Understanding to which our governments subscribe today, as well as periodically formulate new actions. In furtherance of the precepts set forth in this Declaration, EPIC will also seek participation of the private sector and members of the public in implementation of this agreement. Working together, we will reinforce our common resolve, deepen our bonds of friendship, and prepare our children for the coming century.

**William Jefferson Clinton**

**Fernando Henrique Cardoso**

## Fact Sheet: The US-Brazil Partnership for Education

In Brasilia on October 14, the United States and Brazil will launch an education partnership that reflects a top domestic priority of both President Clinton and President Cardoso. In his 1997 State of the Union address, President Clinton announced that his *number one priority* for the next four years is a bold call to action to improve American education. In Brazil, President Cardoso has embarked on a far-reaching education reform program. While the initiatives reflect the unique needs of both nations, they contain important similarities. Both Presidents understand that education is an indispensable ingredient of stable democracy as well as the key to both individuals' and nations' success in the global economy. This partnership recognizes that increasing the educational levels of our citizens boosts individual earnings and buying power, benefiting the people of both countries.

The *"US-Brazil Partnership for Education"* has been negotiated through a series of high-level meetings between top officials from across government agencies: for the United States, the Departments of Education and State, US Information Agency, US Agency for International Development, National Science Foundation, and National Endowment for the Humanities and, on the Brazilian side, the Ministries of Education, External Relations, Science and Technology, Communications, and others. The **Memorandum of Understanding** ("MOU") that formalizes the partnership lays out a broad agenda of specific actions to be undertaken over the next two years in five priority areas:

- **Technology in Education.** The two countries will launch a dialogue with the private sector on developing a range of solutions for using technology in the classroom; exchange findings on the impact and effectiveness of technology on student learning; expand collaboration in the development of the Next Generation Internet Initiative; and explore ways to link up classrooms, teachers, and students in the US and Brazil -- the Western Hemisphere's two most populous democracies.
- **Educational Standards, Assessments, and Indicators.** The countries will work to build world-class systems of education statistics and indicators; engage in joint study of how to enhance reading and mathematics achievement in the early grades; and hold a policy dialogue on how to set standards in a decentralized education system.
- **Strengthening Professional Development of Teachers and School Managers.** The two countries will share information on the best ways to prepare teachers and school administrators to face the challenges of today's classrooms, with increased emphasis in both countries on school-site decision making; cooperate to improve the teaching and learning of science; and explore the feasibility of exchanging US and Brazilian teachers.
- **Diversifying Educational Exchanges.** The two countries will seek to establish a new exchange program for US and Brazilian university students in specific academic areas like engineering and technology; and seek to promote stronger linkages between US and Brazilian universities and schools.
- **Enhancing Business, Community, and Family Involvement in Education.** Businesses in the United States and Brazil are rolling up their sleeves to pioneer efforts to improve education in their local communities; this agreement will enhance these efforts by sharing information and materials on how families and businesses can best contribute to children's learning and improve schools.

Education is now widely recognized as the foundation for economic growth and development, and the indispensable ingredient of stable democracy. Those looking for an explanation of the "Asian miracle" in countries like the Republic of Korea and Singapore find a key in those countries' simultaneous investment

in the coverage and quality of their primary and secondary education systems. In Brazil as in other countries, increasingly, "what you earn depends on what you learn," and improving education is viewed as the only means of ensuring that all citizens can participate in growing prosperity and breaking down the severe income inequalities. There is a growing market in educational ideas that have been tested and found to work. Educated, more prosperous citizens of Brazil are tomorrow's consumers of goods from all over the world. US students need access to knowledge about other countries including Brazil; opportunities to study and intern abroad; innovations. The hemisphere's two most populous democracies have much in common, including highly decentralized education systems. We can learn more about the promise and limits of our educational strategies by learning from Brazil. A recent article in Brazil's second largest circulation news weekly, "Isto E", states that "Brazil hopes that the educational agreement with the United States becomes a model for other Latin American countries."

AGREEMENT FOR COOPERATION BETWEEN  
THE GOVERNMENT OF THE UNITED STATES OF AMERICA  
AND THE GOVERNMENT OF THE FEDERATIVE REPUBLIC OF BRAZIL  
CONCERNING PEACEFUL USES OF NUCLEAR ENERGY

The Government of the United States of America and the Government of the Federative Republic of Brazil (hereinafter referred to as "the Parties");

Considering their close cooperation in the development, use and control of peaceful uses of nuclear energy pursuant to their Agreement for Cooperation Concerning Civil Uses of Atomic Energy signed July 17, 1972 (hereinafter referred to as "the Previous Agreement");

Reaffirming their commitment to ensuring that the international development and use of nuclear energy for peaceful purposes are carried out under arrangements which will to the maximum possible extent further the objectives of the Treaty for the Prohibition of Nuclear Weapons in Latin America and the Caribbean and its Protocols ("Treaty of Tlatelolco");

Affirming their support of the objectives of the International Atomic Energy Agency ("IAEA") and their desire to promote full implementation of the Treaty of Tlatelolco;

Desiring to cooperate in the development, use and control of peaceful uses of nuclear energy; and

Mindful that peaceful nuclear activities must be undertaken with a view to protecting the international environment from radioactive, chemical and thermal contamination;

Have agreed as follows:

## ARTICLE 1 - DEFINITIONS

For the purposes of this Agreement:

(A) "Byproduct material" means any radioactive material (except special nuclear material) yielded in or made radioactive by exposure to the radiation incident to the process of producing or utilizing special nuclear material;

(B) "Component" means a component part of equipment or other item, so designated by agreement of the parties;

(C) "Equipment" means any reactor, other than one designed or used primarily for the formation of plutonium or uranium 233, or any other item so designated by agreement of the parties;

(D) "High enriched uranium" means uranium enriched to twenty percent or greater in the isotope 235;

(E) "Low enriched uranium" means uranium enriched to less than twenty percent in the isotope 235;

(F) "Major critical component" means any part or group of parts essential to the operation of a sensitive nuclear facility;

(G) "Material" means source material, special nuclear material, byproduct material, radioisotopes other than byproduct material, moderator material, or any other such substance so designated by agreement of the parties;

(H) "Moderator material" means heavy water or graphite or beryllium of a purity suitable for use in a reactor to slow down high velocity neutrons and increase the likelihood of further fission, or any other such material so designated by agreement of the parties;

(I) "Peaceful purposes" include the use of information, material, equipment and components in such fields as research, power generation, medicine, agriculture and industry but do not include use in, research on or development of any nuclear explosive device, or any military purpose;

(J) "Person" means any individual or any entity subject to the jurisdiction of either party but does not include the parties to this Agreement;

(K) "Reactor" means any apparatus, other than a nuclear weapon or other nuclear explosive device, in which a self-sustaining fission chain reaction is maintained by utilizing uranium, plutonium or thorium or any combination thereof;

(L) "Restricted data" means all data concerning (1) design, manufacture or utilization of nuclear weapons, (2) the production of special nuclear material, or (3) the use of special nuclear material in the production of energy, but shall not include data of a party which it has declassified or removed from the category of restricted data;

(M) "Sensitive nuclear facility" means any facility designed or used primarily for uranium enrichment, reprocessing of nuclear fuel, heavy water production, or fabrication of nuclear fuel containing plutonium;

(N) "Sensitive nuclear technology" means any information (including information incorporated in equipment or a component) which is not in the public domain and which is important to the design, construction, fabrication, operation or maintenance of any sensitive nuclear facility, or other such information which may be so designated by agreement of the parties;

(O) "Source material" means (1) uranium, thorium, or any other material so designated by agreement of the parties, or (2) ores containing one or more of the foregoing materials in such concentration as the parties may agree from time to time;

(P) "Special nuclear material" means (1) plutonium, uranium 233, or uranium enriched in the isotope 235, or (2) any other material so designated by agreement of the parties.

## ARTICLE 2 - SCOPE OF COOPERATION

1. The parties shall cooperate in the use of nuclear energy for peaceful purposes in accordance with the provisions of this Agreement and their applicable treaties, national laws, regulations and license requirements.

2. Transfer of information, material, equipment and components under this Agreement may be undertaken directly between the parties or through authorized persons. Such transfers shall be subject to this Agreement and to such additional terms and conditions as may be agreed by the parties.

3. Material, equipment and components transferred from the territory of one party to the territory of the other party, whether directly or through a third country, will be regarded as having been transferred pursuant to the Agreement only upon confirmation, by the appropriate government authority of the recipient party to the appropriate government authority of the supplier party, that such material, equipment or components will be subject to the Agreement.

## ARTICLE 3 - TRANSFER OF INFORMATION

1. Information concerning the use of nuclear energy for peaceful purposes may be transferred. Transfers of information may be accomplished through various means, including reports, data banks, computer programs, conferences, visits, and assignments of staff to facilities. Fields which may be covered include, but shall not be limited to, the following:

(A) Development, design, construction, operation, maintenance and use of reactors, and reactor experiments;

(B) The use of material in physical and biological research, medicine, agriculture and industry;

(C) Fuel cycle studies of ways to meet future world-wide civil nuclear needs, including multilateral approaches to guaranteeing nuclear fuel supply and appropriate techniques for management of nuclear wastes;

(D) Safeguards and physical protection of materials, equipment, and components;

(E) Radiation protection, including safety and environmental considerations; and

(F) Assessing the role nuclear power may play in national energy plans.

2. This Agreement does not require the transfer of any information which the parties are not permitted under their respective treaties, national laws, and regulations to transfer.

3. Restricted data shall not be transferred under this Agreement.

4. Sensitive nuclear technology shall only be transferred under this Agreement as provided for by an amendment to this Agreement.

## ARTICLE 4 - TRANSFER OF MATERIAL, EQUIPMENT AND COMPONENTS

1. Material, equipment and components may be transferred for applications consistent with this Agreement. Any special nuclear material transferred under this Agreement shall be low enriched uranium, except as provided in paragraphs 4

and 5. Sensitive nuclear facilities and major critical components shall only be transferred under this Agreement as provided for by an amendment to this Agreement.

2. Low enriched uranium may be transferred for use as fuel in reactor experiments and in reactors, for conversion or fabrication, or for such other purposes as may be agreed by the parties.

3. The quantity of special nuclear material transferred under this Agreement shall not at any time be in excess of that quantity the parties agree is necessary for any of the following purposes: use in reactor experiments or the loading of reactors, the efficient and continuous conduct of such reactor experiments or operation of such reactors, and the accomplishment of other purposes as may be agreed by the parties.

4. Small quantities of special nuclear material may be transferred for use as samples, standards, detectors, targets and for such other purposes as the parties may agree. Transfers pursuant to this paragraph shall not be subject to the quantity limitations in paragraph 3.

5. Special nuclear material other than low enriched uranium and material contemplated under paragraph 4 may, if the parties agree, be transferred for specified applications where technically and economically justified.

#### ARTICLE 5 - STORAGE AND RETRANSFERS

1. Plutonium and uranium 233 (except as contained in irradiated fuel elements), and high enriched uranium, transferred pursuant to this Agreement or used in or produced through the use of material or equipment so transferred shall only be stored in a facility to which the parties agree.

2. Material, equipment and components transferred pursuant to this Agreement and any special nuclear material produced through the use of any such material or equipment shall not be transferred to unauthorized persons or, unless the parties agree, beyond the recipient party's territorial jurisdiction.

#### ARTICLE 6 - REPROCESSING AND ENRICHMENT

1. Material transferred pursuant to this Agreement and material used in or produced through the use of material or equipment so transferred shall not be reprocessed unless the parties agree.

2. Plutonium, uranium 233, high enriched uranium and irradiated source or special nuclear material, transferred pursuant to this Agreement or used in or produced through the use of material or equipment so transferred, shall not be altered in form or content, except by irradiation or further irradiation, unless the parties agree.

3. Uranium transferred pursuant to this Agreement or used in any equipment so transferred shall not be enriched after transfer to twenty percent or greater in the isotope 235 unless the parties agree.

#### ARTICLE 7 - PHYSICAL PROTECTION

1. Adequate physical protection shall be maintained with respect to source or special nuclear material and equipment transferred pursuant to this Agreement and special nuclear material used in or produced through the use of material or equipment so transferred.

2. The parties agree to the levels for the application of physical protection set forth in the Annex to this Agreement, which may be modified by mutual consent of the parties without amending this Agreement. The parties shall maintain adequate physical protection measures in accordance with these levels. These measures shall as a minimum provide protection comparable to the recommendations set forth in IAEA Document INFCIRC/225/Rev. 3 concerning the physical protection of nuclear material, or in any revision of that document agreed to by the parties.

3. The adequacy of physical protection measures maintained pursuant to this article shall be subject to review and consultations by the parties periodically and whenever either party is of the view that revised measures may be required to maintain adequate physical protection.

4. Each party shall identify those agencies or authorities having responsibility for ensuring that levels of physical protection are adequately met and having responsibility for coordinating response and recovery operations in the event of unauthorized use or handling of material subject to this article. Each party shall also designate points of contact within its national authorities to cooperate on matters of out-of-country transportation and other matters of mutual concern.

5. The provisions of this article shall be implemented in such a manner as to avoid undue interference in the parties' nuclear activities and so as to be consistent with prudent

management practices required for the economic and safe conduct of their nuclear programs.

#### ARTICLE 8 - NO EXPLOSIVE OR MILITARY APPLICATION

1. Cooperation under this Agreement shall be based upon the following obligations:

(A) For Brazil, not to detonate a nuclear explosive device, and

(B) For the United States, not to detonate a nuclear explosive device using material, equipment or components subject to this Agreement.

2. Material, equipment and components transferred pursuant to this Agreement and material used in or produced through the use of any material, equipment or components so transferred shall not be used for any nuclear explosive device, for research on or development of any nuclear explosive device, or for any military purpose.

#### ARTICLE 9 - SAFEGUARDS

1. Cooperation under this Agreement shall require the application of IAEA safeguards with respect to all nuclear material in all nuclear activities within the territory of Brazil, under its jurisdiction or carried out under its control anywhere. Implementation of the safeguards agreement between Brazil, the Argentine Republic, the Brazilian-Argentine Agency for Accounting and Control of Nuclear Materials, and the IAEA, signed at Vienna December 13, 1991, shall be considered to fulfill this requirement.

2. Source or special nuclear material transferred to Brazil pursuant to this Agreement and any source or special nuclear material used in or produced through the use of material, equipment or components so transferred shall be subject to safeguards in accordance with the safeguards agreement specified in paragraph 1 of this Article.

3. Source or special nuclear material transferred to the United States pursuant to this Agreement and any source or special nuclear material used in or produced through the use of any material, equipment or components so transferred shall be subject to the agreement between the United States of America and the IAEA for the application of safeguards in the United States of America, done at Vienna November 18, 1977, entered into force December 9, 1980.

4. If either party becomes aware of circumstances which demonstrate that the IAEA for any reason is not or will not be applying safeguards in accordance with the agreement as provided for in paragraph 2 or paragraph 3, to ensure effective continuity of safeguards the parties shall immediately enter into arrangements with the IAEA or between themselves which conform with IAEA safeguards principles and procedures and the coverage required by paragraph 2 or paragraph 3, and which provide assurance equivalent to that intended to be secured by the system they replace.

5. Each party shall take such measures as are necessary to maintain and facilitate the application of safeguards provided for under this Article.

6. Each party shall ensure the maintenance of a system of accounting for and control of source and special nuclear material transferred pursuant to this Agreement and source and special nuclear material used in or produced through the use of any material, equipment or components so transferred. The procedures for this system shall be comparable to those set forth in IAEA document INFCIRC/153 (corrected), or in any revision of that document agreed to by the parties.

7. Upon the request of either party, the other party shall report or permit the IAEA to report to the requesting party on the status of all inventories of material subject to this Agreement.

8. The provisions of this article shall be implemented in such a manner as to avoid undue interference in the parties' nuclear activities and so as to be consistent with prudent management practices required for the economic and safe conduct of their nuclear programs.

#### ARTICLE 10 - MULTIPLE SUPPLIER CONTROLS

If any agreement between either party and another nation or group of nations provides such other nation or group of nations rights equivalent to any or all of those set forth under Article 5 or 6 with respect to material, equipment or components subject to this Agreement, the parties may, upon request of either of them, agree that the implementation of any such rights will be accomplished by such other nation or group of nations.

#### ARTICLE 11 - CESSATION OF COOPERATION

1. If either party at any time following entry into force of this Agreement:

(A) does not comply with the provisions of Article 5, 6, 7, 8, or 9, or

(B) terminates, abrogates or materially violates a safeguards agreement with the IAEA,

the other party shall have the rights to cease further cooperation under this Agreement, suspend this Agreement, or terminate this Agreement and to require the return of any material, equipment and components transferred under this Agreement and any special nuclear material produced through their use.

2. If either party exercises its rights under this Article to require the return of any material, equipment or components, it shall, after removal from the territory of the other party, reimburse the other party for the fair market value of such material, equipment or components.

#### ARTICLE 12 - TERMINATION OF PREVIOUS AGREEMENT

1. The Previous Agreement shall terminate on the date this Agreement enters into force.

2. Cooperation initiated under the Previous Agreement shall continue in accordance with the provisions of this Agreement. The provisions of this Agreement shall apply to material and equipment subject to the Previous Agreement.

#### ARTICLE 13 - CONSULTATIONS AND ENVIRONMENTAL PROTECTION

1. The parties undertake to consult at the request of either party regarding the implementation of this Agreement and the development of further cooperation in the field of peaceful uses of nuclear energy.

2. The parties shall consult, with regard to activities under this Agreement, to identify the international environmental implications arising from such activities and shall cooperate in protecting the international environment from radioactive, chemical or thermal contamination arising from peaceful nuclear activities under this Agreement and in related matters of health and safety.

#### ARTICLE 14 - ENTRY INTO FORCE, DURATION, AND AMENDMENT

1. This Agreement shall enter into force on the date on which the parties exchange diplomatic notes informing each other that they have completed all applicable requirements for its

entry into force, and shall remain in force for a period of thirty (30) years. This term may be extended for such additional periods as may be agreed between the parties in accordance with their applicable requirements.

2. Notwithstanding the suspension, termination or expiration of this Agreement or any cooperation hereunder for any reason, Articles 5, 6, 7, 8, 9, and 11 shall continue in effect so long as any material, equipment or components subject to these Articles remains in the territory of the party concerned or under its jurisdiction or control anywhere, or until such time as the parties agree that such material, equipment or components are no longer usable for any nuclear activity relevant from the point of view of safeguards.

3. At the request of either party, the parties shall consult on whether to amend this Agreement or to replace it with a new agreement.

IN WITNESS WHEREOF the undersigned, being duly authorized, have signed this Agreement.

DONE at Brasilia, this                      day of                      1997, in duplicate, in the English and Portuguese languages, both texts being equally authentic.

FOR THE GOVERNMENT OF THE  
UNITED STATES OF AMERICA:

FOR THE GOVERNMENT OF THE  
FEDERATIVE REPUBLIC OF BRAZIL:

## ANNEX

Pursuant to paragraph 2 of Article 7, the agreed levels of physical protection to be ensured by the competent national authorities in the use, storage and transportation of the materials listed in the attached table shall as a minimum include protection characteristics as below:

### Category III

Use and storage within an area to which access is controlled.

Transportation under special precautions including prior arrangements among sender, recipient and carrier, and prior agreement between entities subject to the jurisdiction and regulation of supplier and recipient states, respectively, in case of international transport specifying time, place and procedures for transferring transport responsibility.

### Category II

Use and storage within a protected area to which access is controlled, i.e., an area under constant surveillance by guards or electronic devices, surrounded by a physical barrier with a limited number of points of entry under appropriate control, or any area with an equivalent level of physical protection.

Transportation under special precautions including prior arrangements among sender, recipient and carrier, and prior agreement between entities subject to the jurisdiction and regulation of supplier and recipient states, respectively, in case of international transport, specifying time, place and procedures for transferring transport responsibility.

### Category I

Material in this category shall be protected with highly reliable systems against unauthorized use as follows:

Use and storage within a highly protected area, i.e., a protected area as defined for category II above, to which, in addition, access is restricted to persons whose trustworthiness has been determined, and which is under surveillance by guards who are in close communication with appropriate response forces. Specific measures taken in this context should have as their objective the detection and prevention of any assault, unauthorized access or unauthorized removal of material.

Transportation under special precautions as identified above for transportation of categories II and III materials and, in addition, under constant surveillance by escorts and under conditions which assure close communication with appropriate response forces.

TABLE: CATEGORIZATION OF NUCLEAR MATERIAL<sup>e</sup>

Material	Form	I	Category II	III
1. Plutonium <sup>a, f</sup>	Unirradiated <sup>b</sup>	2 kg or more	Less than 2 kg but more than 500 g	500 g or less <sup>c</sup>
2. Uranium-235 <sup>d</sup>	Unirradiated <sup>b</sup>			
	- uranium enriched to 20% 235 U or more	5 kg or more	Less than 5 kg but more than 1 kg	1 kg or less <sup>c</sup>
	- uranium enriched to 10% 235 U but less than 20%		10 kg or more	Less than 10 kg <sup>c</sup>
	- uranium enriched above natural, but less than 10% 235 U			10 kg or more
3. Uranium-233	Unirradiated <sup>b</sup>	2 kg or more	Less than 2 kg but more than 500 g	500 g or less <sup>c</sup>

<sup>a</sup> All plutonium except that with isotopic concentration exceeding 80% in plutonium-238.

<sup>b</sup> Material not irradiated in a reactor or material irradiated in a reactor but with a radiation level equal to or less than 100 rads/hour at one meter unshielded.

<sup>c</sup> Less than a radiologically significant quantity is exempted.

<sup>d</sup> Natural uranium, depleted uranium and thorium and quantities of uranium enriched to less than 10% not falling in Category III should be protected in accordance with prudent management practice.

<sup>e</sup> Irradiated fuel should be protected as Category I, II or III nuclear material depending on the category of the fresh fuel. However, fuel which by virtue of its original fissile material content is included as Category I or II before irradiation should only be reduced one Category level, while the radiation level from the fuel exceeds 100 rads/h at one meter unshielded.

<sup>f</sup> The State's competent authority should determine if there is a credible threat to disperse plutonium malevolently. The State should then apply physical protection requirements for category I, II or III of nuclear material, as it deems appropriate and without regard to the plutonium quantity specified under each category herein, to the plutonium isotopes in those quantities and forms determined by the State to fall within the scope of the credible dispersal threat.

## AGREED MINUTE

During the negotiation of the Agreement for Cooperation between the United States of America and Brazil Concerning Peaceful Uses of Nuclear Energy ("Agreement") signed today, the following understandings, which shall be an integral part of the Agreement, were reached.

### Coverage of Agreement

For the purposes of implementing the rights specified in Articles 5 and 6 with respect to special nuclear material produced through the use of nuclear material transferred pursuant to the Agreement and not used in or produced through the use of equipment transferred pursuant to the Agreement, such rights shall in practice be applied to that proportion of special nuclear material produced which represents the ratio of transferred material used in the production of the special nuclear material to the total amount of material so used, and similarly for subsequent generations.

### Safeguards

If either party becomes aware of circumstances referred to in paragraph 4 of Article 9, either party shall have the rights listed below, which rights shall be suspended if both parties agree that the need to exercise such rights is being satisfied by the application of IAEA safeguards under arrangements pursuant to paragraph 4 of Article 9:

(1) To review in a timely fashion the design of any equipment transferred pursuant to the Agreement, or of any facility which is to use, fabricate, process, or store any material so transferred or any special nuclear material used in or produced through the use of such material or equipment;

(2) To require the maintenance and production of records and of relevant reports for the purpose of assisting in ensuring accountability for material transferred pursuant to the Agreement and any source material or special nuclear material used in or produced through the use of any material, equipment or components so transferred; and

(3) To designate personnel, in consultation with the other party, who shall have access to all places and data necessary to account for the material in paragraph 2, to inspect any equipment or facility referred to in paragraph

1, and to install any devices and make such independent measurements as may be deemed necessary to account for such material. Such personnel shall, if either party so requests, be accompanied by personnel designated by the other party.

FOR THE GOVERNMENT OF THE  
UNITED STATES OF AMERICA:

FOR THE GOVERNMENT OF THE  
FEDERATIVE REPUBLIC OF BRAZIL:

## DECLARATION OF THE PRESIDENTS OF THE UNITED STATES OF AMERICA AND OF THE REPUBLIC OF VENEZUELA

Meeting in the city of Caracas, we, William Jefferson Clinton, President of the United States of America, and Rafael Caldera, President of the Republic of Venezuela, have had a fruitful dialogue about developments in our bilateral relations and the shared perspective and objectives of both countries in the hemisphere and in the world.

We reaffirm that our reciprocal relations are inspired by the highest ideals of liberty and democracy, and we express our satisfaction for the existence of that form of government in almost all the countries that make up our hemisphere.

This meeting has also permitted us to agree on the necessity of promoting at the international level respect for and guarantee of human rights, cooperation in the struggle against corruption and terrorism, and the non-proliferation of weapons of mass destruction. In short, we reaffirm the long history of shared friendship and cooperation between Venezuela and the United States of America and we express our willingness to expand and deepen the ties in all areas of common interest.

We reaffirm the commitment to continue working toward the creation of a Free Trade Area of the Americas by the year 2005, and in this sense give our support to the comprehensive negotiations which to this end will begin during the 1998 Summit of Santiago, Chile, on all the subjects related to this theme listed in the Miami Declaration. We reaffirm the commitment made in the Declaration of Miami that concrete progress toward the attainment of this objective will be made by the end of this century.

We recognize the importance of the expansion of commerce and bilateral investment to improve the standard of living of the people of our countries and for this reason reaffirm our political will to sign a high-standards Bilateral Investment Treaty which meets the interests of both parties and satisfactorily resolves those issues over which agreement has not yet been reached. We recognize the progress reached in the negotiations which we have conducted, and have instructed our representatives to aim to conclude this treaty as quickly as possible. Furthermore, we express our willingness to reinstate talks on a basis that leads to the signing of a treaty to avoid double taxation.

As an expression of our close bilateral association in the field of energy, we note with great satisfaction the signing of the Memorandum of Understanding on Energy Cooperation that extends ties in petroleum matters to new areas such as renewable energy, energy efficiency, development of natural gas, and integration of energy resources that will promote still more reciprocal investment in the energy sector.

In view of the importance of the strengthening of the process of hemispheric cooperation and integration in the area of energy, we support the initiative of the Government of Venezuela to convene a hemispheric meeting of ministers of energy in January 1998 as an important step prior to the Hemispheric Summit of Santiago de Chile.

Given the active cooperation of our two countries in the struggle against narcotic trafficking and related crimes, we welcome the signing of the "Strategic Alliance Against Drugs" as the expression that our governments continue to give the highest priority to combat this scourge together and without quarter. Thus we reaffirm the desire to initiate negotiations as soon as possible to sign a new comprehensive maritime cooperation agreement for the struggle against drugs. We note with approval that the United States of America continues to cooperate with Venezuela in counternarcotics activities through the provision of equipment, training teams and other useful measures.

We salute the initiative adopted by both governments to sign a Mutual Legal Assistance Treaty as well as a Customs Cooperation Agreement that will facilitate our combating more effectively crimes of corruption, money laundering, and in the customs area.

Finally, we confirm our political will to maintain and deepen the ties of friendship and reciprocal assistance that we have maintained at all times and express the conviction that our respective peoples will continue to benefit from those gifts conferred by our proximity and our common destiny.

FOR THE UNITED STATES OF AMERICA FOR THE REPUBLIC OF VENEZUELA

William Jefferson Clinton

Rafael Caldera



5. To increase the effectiveness of the officials responsible for the fight against drugs by means of increasing educational opportunities and technical cooperation through the exchange of experts.

6. To collaborate with the enforcement of existing laws and regulations for the seizure and confiscation of assets resulting from drug trafficking, in order to use them in prevention programs in the areas of treatment, rehabilitation, control, and repression of narcotic drugs and psychotropic substances.

7. To strengthen, in accordance with the Communiqué adopted by the Ministerial Conference on money laundering and the instruments of crime, held in Buenos Aires in December 1995, the laws and regulations to detect money laundering related to drug trafficking in both countries, and to expand those laws to include the proceeds of any other criminal activity. To this end, a money laundering working group will be established to enhance bilateral cooperation in this area.

8. To advance efforts to facilitate the updating of judicial cooperation mechanisms and instruments to face the new modalities of international organized crime.

9. To promote and adopt initiatives in order to suppress criminal activities such as the smuggling of weapons and explosives and official corruption related to drug trafficking.

10. To work together to strengthen multilateral mechanisms for hemispheric cooperation to reduce the production, consumption and trafficking of illicit drugs.

11. To expand cooperation on crimes related to drug trafficking with the end that persons sentenced for such crimes serve their sentences in prisons where they cannot continue participating in these activities.

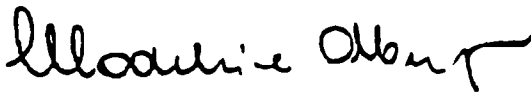
12. To initiate in the near future negotiations towards the adoption of a new comprehensive agreement about maritime cooperation against the illicit trafficking by sea of narcotics and psychotropic substances, that will take the place of the Agreement on the same subject signed by both countries in 1991, and the Protocol of said Agreement signed in 1997.

13. To promote coordinated actions for the success of the 1998 Special Session of the General Assembly of the United Nations devoted to strengthening international cooperation in the fight against drugs.

Miraflores Palace, the 13th day of October 1997.

For the Government of the  
United States of America

For the Government of the  
Republic of Venezuela



Madeleine K. Albright  
Secretary of State



Miguel Angel Burelli Rivas  
Minister of Foreign Affairs



Annexes") and undertaking new cooperative activities in the field of energy research and development.

Have agreed as follows:

## ARTICLE I SCOPE AND OBJECTIVES

1. The purpose of this Agreement is to establish a framework for cooperation between the Parties in activities of mutual interest to promote the rational development and use, of conventional energy (especially fossil fuels), energy efficiency and renewable energy, and such other topics as the Parties may agree.
2. Cooperative activities under this Agreement will be conducted on the basis of equality, reciprocity, and mutual benefit to the Parties.

## ARTICLE II FORMS OF COOPERATION

Cooperation between the Parties under this Agreement may include, but need not be limited to, the following activities:

- A. Exchange of information, analyses and forecasts pertaining to the Parties' energy sectors, including short-, medium-, and long-term forecasts;
- B. Development of joint studies and projects to facilitate energy planning, the formulation of policies related to energy production and end-use, the establishment of regulatory systems, and the promotion of trade and investment opportunities that foster greater productivity, sustainability, and reliability of energy supply and energy markets;
- C. Design of training activities and educational materials for strengthening institutional capacities and promoting the cleaner and more rational use of conventional energy (especially fossil fuels), energy efficiency, and renewable energy;
- D. Exchange of scientific and technical information, and results and methods of research and development on a periodic basis in a manner agreed to by the Joint Steering Committee established by Article 3 (D);
- E. Organization of seminars and other meetings on agreed energy topics;

- F. Survey visits by specialists to the agencies and facilities of the Parties;
- G. Cooperation on the evaluation and development of renewable energy resources and on integrated planning of energy resources;
- H. Conduct of programs for the exchange and training of personnel from the Parties' energy sectors;
- I. Exchange of information and collaboration to identify sources of financial support for the development of studies, energy analyses and conduct of projects specifically intended to promote the rational and ecologically acceptable use of conventional energy (especially fossil fuels), energy efficiency and renewable energy;
- J. Assistance in the purchase or loan of equipment needed to carry out specific activities undertaken under this Agreement;
- K. Joint projects including experiments, tests, design, analysis and other collaborative technical activities;
- L. Exchange of materials, instruments, components, and equipment for testing and;
- M. Such other activities as the Parties may agree to in writing.

**ARTICLE III  
MANAGEMENT**

- A. The Secretary of Energy and of the United States of America and the Minister of Energy and Mines of the Republic of Venezuela each will designate senior Principal Coordinators, representing their respective countries, to coordinate activities under this Agreement. The Principal Coordinators will jointly plan and coordinate cooperative activities and report annually to the Minister and the Secretary, respectively. The Principal Coordinators may establish Joint Committees to assist them in the activities under this Agreement.
- B. The Minister and the Secretary will review progress of the work under this Agreement when they meet. The Principal Coordinators, or the joint committees, will appoint Project Managers for each Project Annex established under Article 4.
- C. The Principal Coordinators will meet annually, or as otherwise mutually agreed, alternatively in Venezuela and the United States. The Principal Coordinators may invite representatives of other organizations within their countries to attend the meetings and serve as advisers to assist in the planning and conduct of cooperative activities undertaken under this Agreement.

D. The Joint Steering Committee (JSC) established under the Energy R&D Agreement will continue supervising the implementation of the ongoing Annexes I, IV, X, XIV, XV, XVI and XVII under the Energy R&D Agreement and other new cooperative energy research and development activities.

#### ARTICLE IV PROJECT ANNEXES

1. When the Parties agree to undertake a cooperative activity or an activity which may give rise to intellectual property, the Parties will execute a Project Annex. Each will include provisions for carrying out the activity as well as appropriate provisions pertaining to technical scope, intellectual property as defined in Annex A of this Agreement, management, total costs, cost sharing, schedule and other issues as appropriate.
2. The following Project Annexes which were entered into pursuant to the Energy R & D Agreement shall continue in effect until work undertaken is completed subject to the term and conditions of this Agreement or until this Agreement expires or is terminated in accordance with Article 12.
  - A. Project Annex I, Joint Characterization of Heavy Crude.
  - B. Project Annex IV, Enhanced Oil Recovery Thermal Process.
  - C. Project Annex X, On-Site Training of Petroleum Engineers.
  - D. Project Annex XIV, Exchange of Energy Related Personnel.
  - E. Project Annex XV, Oil Recovery Information and Technology Transfer.
  - F. Project Annex XVI, Oil And Petrochemical Ecology and Environmental Research.
  - G. Project Annex XVII, Drilling Technology.

#### ARTICLE V

### ASSIGNMENT OR EXCHANGE OF PERSONNEL

The following provisions shall apply concerning assignment or exchanges of personnel under this Agreement:

- A. Each Party will make best efforts to ensure that personnel to be assigned to or exchanged with the other Party have the necessary qualifications skills and competence to perform the activities planned under this Agreement.
- B. Each assignment or exchange of personnel will be agreed in writing.
- C. Each Party will be responsible for the salaries, insurance, travel expenses, and allowances to be paid to its personnel.
- D. Each Party will provide assistance to the personnel from the other Party (including accompanying relatives when appropriate) in matters such as lodging and administrative formalities related to the trips on a mutually acceptable and reciprocal basis.
- E. The personnel from each Party who are visiting the other Party will conduct themselves as agreed to in the specific assignment or exchange agreement.

### ARTICLE VI EXCHANGES OF EQUIPMENT

The following provisions shall apply concerning exchanges of equipment pursuant to this Agreement:

- A. By mutual agreement, a Party may provide equipment to be utilized in a joint activity. In such cases, the sending Party shall supply, as soon as possible, a detailed list of the equipment to be provided together with the relevant specifications and appropriate technical informational documentation related to the use, maintenance, and repair of the equipment.
- B. Title to the equipment and necessary spare parts supplied by the sending Party for use in joint activities shall remain in the sending Party, and the property shall be returned to the sending Party upon completion of the joint activity, unless otherwise agreed in writing.
- C. Equipment provided pursuant to this Agreement shall be brought into operation at the host establishment only by mutual agreement between the Parties.
- D. The host establishment shall provide the necessary premises, shall provide for utilities such as electric power, water and gas, and normally shall provide materials to be tested, in accordance with the agreed technical requirements.

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- E. The responsibility and expenses for the transport of the equipment and materials from the United States by plane or ship to an authorized port of entry in Venezuela convenient to the ultimate destination, and also the responsibility for its safekeeping and insurance en route shall rest with DOF.
  - F. The responsibility and expenses for the transport of the equipment and materials from Venezuela by plane or ship to an authorized port of entry in the United States convenient to the ultimate destination, and also the responsibility for its safekeeping and insurance en route shall rest with MEM.
  - G. Equipment provided pursuant to this Agreement for use in joint activities shall be considered to be scientific, not having commercial character, and each Party shall make its best effort to obtain duty free entry.

#### ARTICLE VII EXCHANGES OF INFORMATION

The following provisions shall apply concerning exchanges of information pursuant to this Agreement:

- A. Each Party will, according to its legal authority, make available to the other the information which is relevant for complying with the activities in the Agreement and which can be made available in terms of the laws and regulations of each country as long as this information is reasonably accurate and is adequately documented. The Parties will not exchange business-confidential information of any nature unless agreed upon in writing. Information can be designated as business-confidential if the person or institution having the information may derive economic benefit or may obtain a competitive advantage over those who do not have it, the information is not generally known or publicly available from other sources, and the owner has not previously made the information available without imposing in a timely manner an obligation to keep it confidential. The Parties agree that exchanged information which is not business-confidential as defined in this Article can be broadly disseminated.
- B. The use and application of any information supplied, exchanged, or developed by the Parties will be the responsibility of the receiving Party. The issuing Party does not guarantee, that the information is suitable for any purpose.
- C. In the eventuality that any information which is generated, exchanged, or submitted under this Agreement is identified in a timely manner as business-confidential information, each Party and its participants will protect such information in view of the pertinent administrative laws, regulations, authorities and practices.

- D. No provision in this Agreement can obligate the Parties to allow access to information that is restricted for any reason, or when one Party considers it essential for national security, the safeguard of national resources or the competitiveness for public or private companies, research centers, or laboratories.

## ARTICLE VIII INTELLECTUAL PROPERTY

The provisions for the protection and transfer of intellectual property are established in Annex A to this Agreement, "Intellectual Property," which constitutes an integral part of this Agreement and is applicable to all cooperative activities performed under the Agreement.

## ARTICLE IX SECURITY OBLIGATIONS

The Parties agree that no information or equipment requiring protection in the interests of national defense or foreign relations of either Party and classified in accordance with the applicable national laws and regulations shall be provided under this Agreement. In the event that information or equipment which is known or believed to require such protection is identified in the course of cooperative activities undertaken under this Agreement, it will be brought promptly to the attention of the appropriate officials and the Parties will consult concerning the need for, and level of, appropriate protection to be accorded such information or equipment.

## ARTICLE X GENERAL PROVISIONS

- A. Unless otherwise agreed by the Parties in writing, all expenses resulting from cooperative activities under this Agreement will be paid by the Party that incurs them.
- B. Each Party will conduct the activities provided for in this Agreement subject to its respective laws and regulations and will provide financial resources subject to the availability of appropriated funds and personnel.
- C. This Agreement shall, as of the date of signature, supersede the Energy R&D Agreement, provided however that the Annexes (I, IV, X, XIV, XV, XVI and XVII) initiated under the Agreement are continued in effect and shall be subject to, and form an integral part of this Agreement.

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**ARTICLE XI  
SOLUTION OF DISPUTES**

All questions related to the interpretation of this Agreement will be resolved by agreement of the Parties.

**ARTICLE XII  
ENTRY INTO FORCE, DURATION, MODIFICATION, AND TERMINATION**

- A. This Agreement will enter into force upon signature and will remain in force for five (5) years unless it is modified or terminated pursuant to the terms established in this Agreement. Unless one of the Parties notifies the other Party in writing of its intention to terminate this Agreement at least six months before its expiration this Agreement will be automatically extended for an additional five-year Period.
- B. This Agreement may be modified or extended by written agreement of the Parties.
- C. Either of the Parties may terminate this Agreement upon ninety (90) days' written notice to the other Party. The termination of this Agreement will not affect the completion of activities initiated but not completed during its term.


Done at the City of Caracas on the \_\_\_ day of the month of October, nineteen ninety-seven, in two versions in English and Spanish, both texts being equally authentic.

BY THE DEPARTMENT OF ENERGY OF  
THE UNITED STATES OF AMERICA

BY THE MINISTRY OF ENERGY AND  
MINES OF THE REPUBLIC OF  
VENEZUELA



Federico F. Peña  
Secretary of Energy



Erwin José Arrieta Valera  
Minister of Energy and Mines

## ANNEX A INTELLECTUAL PROPERTY

A. The Parties shall ensure adequate and effective protection of intellectual property created or furnished under this Agreement and relevant Project Annexes. The Parties agree to notify one another in a timely fashion of any inventions or copyrighted works arising under this Agreement and to seek protection for such intellectual property in a timely fashion. Rights to such intellectual property shall be allocated as provided in this Annex.

### B. Scope

1. This Annex is applicable to all cooperative activities undertaken pursuant to this Agreement, except as otherwise specifically agreed by the Parties or their designees.
2. For purposes of this Agreement, "intellectual property" shall have the meaning found in Article 2 of the Convention Establishing the World Intellectual Property Organization, done at Stockholm, July 14, 1967.
3. This Annex addresses the allocation of rights and interests between the Parties. Each Party shall ensure that the other Party can obtain the rights to intellectual property allocated in accordance with this Annex, by obtaining those rights from its own participants through contracts or other legal means, if necessary. This Annex does not otherwise alter or prejudice the allocation between a Party and its nationals, which shall be determined by that Party's laws and practices.
4. Disputes concerning intellectual property arising under this Agreement should be resolved through discussions between the concerned participating institutions, or, if necessary, the Parties or their designees. Upon mutual agreement of the Parties, a dispute shall be submitted to an arbitral tribunal for binding arbitration in accordance with the applicable rules of international law. Unless the Parties or their designees agree otherwise in writing, the arbitration rules of the United Nations Commission on International Trade Law (UNCITRAL) shall govern.
5. Termination or expiration of this Agreement shall not affect rights or obligations under this Annex.
6. Cooperative activities will not be entered into where the purposes of the activities is to produce inventions in the following areas, or where there is a possibility of producing inventions in the following areas, until such time as inventions in these areas are considered patentable subject matter by both Parties:
  1. drinks and food products for humans and animals;

2. medicines of all kinds, and
3. pharmaceutical and chemical preparations, reactions and compounds.

*C. Allocation of Rights*

1. Each Party shall be entitled to a nonexclusive, irrevocable, royalty free license in all countries to translate, reproduce, and publicly distribute scientific and technical journals, articles, reports and books directly arising from cooperation under this Agreement. All publicly distributed copies of a copyrighted work prepared under this provision shall indicate the names of the authors of the work unless an author explicitly declines to be named.
2. Rights to all forms of intellectual property, other than those described in Paragraph C.1 above shall be allocated as follows:
  - (i) Visiting researchers, for example, scientists visiting primarily in furtherance of their education, shall receive intellectual property rights under the policies of the host institution. In addition, each visiting researcher named as an inventor shall be entitled to national treatment with regard to awards, bonuses, benefits, or any other rewards, in accordance with the policies of the host institution.
  - (ii) (a) For intellectual property created during joint research, for example, when the Parties, participating institutions, or participating personnel have agreed in advance on the scope of work, each Party shall be entitled to obtain all rights and interests in its own country. Rights and interests in third countries will be determined in Project Annexes. If research is not designated as "joint research" in the relevant Project Annexes, rights to intellectual property arising from the research will be allocated in accordance with paragraph C.2(i) above. In addition, each person named as an inventor shall be entitled to national treatment with regard to awards, bonuses, benefits or any other rewards in accordance with the policies of the participating institutions.  
  
(b) Notwithstanding paragraph C.2(ii)(a) above, if a type of intellectual property is available under the laws of one Party but not the other Party, the Party whose laws provide for this type of protection shall be entitled to all rights, and interests worldwide. Persons named as inventors of the property shall nonetheless be entitled to national treatment with regard to awards, bonuses, benefits, or any other rewards in accordance with the policies of the participating institutions of the Party obtaining the rights.

D. *Business-confidential Information*

In the event that information identified in a timely fashion as business-confidential is furnished or created under this Agreement, each Party and its participants shall protect such information in accordance with applicable laws, regulations, and administrative practices. Information may be identified as "business-confidential" if a person having the information may derive economic benefit from it or may obtain a competitive advantage over those who do not have it, the information is not generally known or publicly available from other sources, and the owner has not previously made the information available without imposing in a timely manner an obligation to keep it confidential.



# venamcham

CAMARA VENEZOLANO-AMERICANA DE COMERCIO E INDUSTRIA

## SEATING PLAN

### TABLE 1

- 1 **MADÉLINE ALBRIGHT, Secretary of State**
- 2 **RAFAEL NUÑEZ, President of VenAmCham**
- 3 **ANDRES MATA, VP, VAC; publisher, "El Universal" newspaper**
- 4 **IMELDA CISNEROS, VAC Director, Ex Minister of Ind. & Comm.**
- 5 **PEDRO MARIO BURELLI, Principal Director, PDVSA**
- 6 **JIM McDERMOTT, United States Representative**
- 7 **LORENZO MENDOZA, VAC Director, Grupo POLAR**
- 8 **ENRIQUE SANCHEZ, President, FUDENA (World Wildlife Fund)**
- 9 **JANET KELLY, VAC Director, Dean - IESA**
- 10 **JOHN MAISTO, US Ambassador to Venezuela**

### TABLE 2

- 1 **WILLIAM DALEY, Secretary of Commerce**
- 2 **FREDDY ROJAS PARRA, Minister of Industry and Commerce**
- 3 **JORGE REDMOND, VP (incom.Pres.), VAC; Pres., Choc. "El Rey"**
- 4 **FRANCISCO CASTILLO, Secretary, VAC; attorney, Bentata Hoet**
- 5 **GUSTAVO MARTURET, Pdt, Ven-Am Bus.Coun., Pdt. Bco Mercantil**
- 6 **DAMASO QUINTANA, VAC Director, Pres. IBM Venezuela**
- 7 **BRENT WILLIS, Pdt, COCA COLA (Venezuela-Colombia), sponsor**
- 8 **DAVID DREIER, United States Representative**
- 9 **ENRIQUE GARCIA, Pdt. TELCEL (BELL SOUTH), event sponsor**
- 10 **JORGE ROJAS, INELECTRA**



# venamecham

CAMARA VENEZOLANO-AMERICANA DE COMERCIO E INDUSTRIA

## TABLE 3 (energy)

- 1 **FEDERICO PEÑA, Secretary of Energy**
- 2 **ERWIN ARRIETA, Minister of Energy and Mines**
- 3 **LUIS GIUSTI, President, PDVSA, Fulbright donor**
- 4 **ALEX WEISSELBERG, VP, VAC, President, AMOCO Venezuela**
- 5 **JAIME VARELA, Chmn, VAC Petr. Comm., Pdt, CHEVRON, Fulbright, event sponsor**
- 6 **MARK BOWLIN, Chairman of the Board, ARCO, Fulbright donor**
- 7 **TEODORO NAVA, Chmn, VAC Constr. & Eng. Comm.; Pres. BECHTEL, Fulbright**
- 8 **RUBEN HINOJOSA, United States Representative**
- 9 **JOEL MANNES, Pres. MOBIL Venezuela, Fulbright donor**
- 10 **EDWARD FLYNN, FOSTER-WHEELER, Fulbright donor**

## TABLE 4

- 1 **BILL RICHARDSON, US Ambassador to the United Nations**
- 2 **RAFAEL MARTINEZ MONRO, Min., Envmt. & Nat. Resources**
- 3 **WILLIAM CONKRIGHT, Treasurer, VAC, Maxecon**
- 4 **NADIA VELASQUEZ, United States Representative**
- 5 **MARCEL GRANIER, EVP, IBC Communications Group**
- 6 **JUAN FERNANDEZ, VAC Director, INTERTRUST**
- 7 **FEDERICO GONZALEZ ERASO, VAC Dir, TECNOCONSULT (FLUOR)**
- 8 **DAVID FOOTE, VAC Director, FOOTE Consult**
- 9 **JOHN KEANE, DCM US Embassy Venezuela**
- 10 **IGNACIO SALVATIERRA, VAC Director, EVP Banco Unión**



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CAMARA VENEZOLANO-AMERICANA DE COMERCIO E INDUSTRIA

## TABLE 5

- 1 **THOMAS J. MacLARTY, Special Envoy to the Americas**
- 2 **ANTONIO HERRERA-VAILLANT, VP, General Manager, VAC**
- 3 **CHRISTOPHER DODD, United States Senator**
- 4 **ULRICO REALE, VAC Washington Representative**
- 5 **JOHN WERNER, President, HEINZ; former President, VAC**
- 6 **GUSTAVO CISNEROS, Pres. Cisneros Group, DIRECT TV**
- 7 **ROBERT TANZOLA, VAC Dir., Pres. GENERAL MOTORS Vzla, sp.**
- 8 **FRED DREW, Chmn. VAC Mining Comm., BHP Venezuela**
- 9 **JORGE MONTOYA, President, PROCTER & GAMBLE LATIN AM.**
- 10 **JOHN PODESTA, White House, Deputy Chief of Staff**

## TABLE 6

- 1 **HARRIET BABBITT, US Amb., Organization of American States**
- 2 **GLORIA CHIBAS, VAC Dir., EVP AW/NAZCA (Saatchi & Saatchi)**
- 3 **FRED SOUTHERLAND, former President, AACCLA**
- 4 **CARLOS ENRIQUE BLOHM, VAC Director, Telares de Palo Grande**
- 5 **RUBEN PIETROPAOLO, PANAMCO**
- 6 **GUSTAVO ROOSEN, President, CANTV (GTE)**
- 7 **MARIA ECHAVESTE, White House**
- 8 **JIM STEINBERG, National Security Council**
- 9 **FABIAN PONCE, Mgr. AMERICAN AIRLINES**
- 10 **STEPHEN HARE, Chmn, VAC Maturin; GM, GUARDIAN Industries**



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CAMARA VENEZOLANO-AMERICANA DE COMERCIO E INDUSTRIA

## TABLE 7

- 1 SANDY BERGER, National Security Council
- 2 JEFFREY DAVIDOW, Assistant Secretary of State
- 3 FARID ANTAKLY, VAC former Pres, BENSON ANTAKLY
- 4 ANDRES OLAVARRIA, VAC Director, Pres. VESEVICA
- 5 EDMOND SAADE, VAC Director, Pres. DATOS
- 6 FRANCISCO FERRER, incoming Chmn. VAC Zulia
- 7 CARLOS BELLOSTA, Chmn, VAC Barquisimeto, VENEQUIP
- 8 RUBEN ROTULO, Pres. HEWLETT PACKARD
- 9 ENRIQUE ORJUELA, President, COCA COLA Venezuela
- 10 OSCAR AUGUSTO MACHADO, VAC Director, SIVENSA

## TABLE 8

- 1 REGINA VARGO, Assistant Secretary of Commerce
- 2 PEDRO MAISONNAVE, VAC Director, Virtual Team Enterprises
- 3 FRANCISCO CACHAFEIRO, VAC Director, Arthur Andersen
- 4 JUAN BRUCHOU, President, CITIBANK Venezuela
- 5 DONALD MANVEL, President, CHRYSLER Venezuela
- 6 PETER SCHAEPE, Pres. HILTON
- 7 GILBERTO HAIEK, BAKER & MCKENZIE
- 8 JOHN GROENE, AACCLA
- 9 LAEL BRAINERD, National Security Council
- 10 JEROME LYMAN, Pdt. McDONALD's



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CAMARA VENEZOLANO-AMERICANA DE COMERCIO E INDUSTRIA

## TABLE 9 (energy)

- 1 L.D. HOLSTEIN, DOE Chief of Staff
- 2 EVANAN ROMERO, Vice Minister of Energy and Mines
- 3 MAURO HOYER, PDVSA
- 4 JUAN QUEVEDO, TEXACO Venezuela, Fulbright donor
- 5 JANET BENAVENTE, INTEVEP, Fulbright donor
- 6 EDWARD FENNELL, EXXON Venezuela, Fulbright donor
- 7 JOHN SLADIC, NATIONAL OILWELL
- 8 MICHAEL PACCASSASSI, CBI
- 9 CARLOS DEL SOLAR, OCCIDENTAL
- 10 JOSE LUIS SERRA, COASTAL

## TABLE 10 (energy)

- 1 AIMEE CHRISTENSEN, DOE
- 2 FEDERICO PUIG, PDVSA
- 3 LUIS COIMBRA, CHEVRON
- 4 BERNARD WHEELEHAN, SHELL
- 6 EMILIO ABOUHAMAD, MARAVEN
- 7 JOHN BELL, MAXUS
- 8 THOMAS NICEWARNER, CONOCO
- 9 PAUL APPEL, PHILLIPS
- 10 RANDAL ETHIER, HALLIBURTON



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CAMARA VENEZOLANO-AMERICANA DE COMERCIO E INDUSTRIA

## TABLE 11 (energy)

- 1 EFRAIN CARRERA, CVG EDELCA
- 2 REFA~~ET~~ MALEK-ABDEL, HARZA
- 3 KEITH WEISER, ARCO
- 4 ROGER BROWN, INTESA
- 5 ROBERT B. SMITH, PENNZOIL
- 6 ANTONIO ORTIZ, PEQUIVEN
- 7 WALTER SULLIVAN, RAYTHEON
- 8 NELU ROSENHECK, ROCKWELL AUTOMATION
- 9 ROBERT McBRIDE, PENNZOIL, DOE list
- 10 MARK LAMBRIDES, US EXPORT COUNCIL RENEW. ENERGY

## TABLE 12 (Fulbright)

- 1 ED<sup>COA</sup>WARD ACOSTA
- 2 RAFAEL AVILA
- 3 RONALD BRACHO
- 4 ANDRES LUCAS
- 5 RAMON MENDOZA
- 6 EDUARDO QUINTERO
- 7 RAFAEL REYES
- 8 YULISSA RINCON
- 9 MARGIORI RIVAS
- 10 CARLOS RIVERO



# venamcham

CAMARA VENEZOLANO-AMERICANA DE COMERCIO E INDUSTRIA

## TABLE 13 (Fulbright/NGO)

- 1 ROSANNA RIVERO (Fulbright)
- 2 JOSE SOTO (Fulbright)
- 3 CLEMENCIA DE RODNER (Audubon Society)
- 4 ISABEL NOVO (Econatura)
- 5 LUIS RAYGADA, SOUTH AMERICA SOLAREX, DOE list
- 6 ALBERTO BUCHI, TPM
- 7
- 8
- 9
- 10

CONFIRMED

JAIRO QUINTERO, FMC WELLHEAD

POOL REPORT 3  
October 12, 1997

### Clinton-Caldera meeting and dinner, Salon Los Causahabientes, La Casona

We were rushed into the tail end of the photo-op between Clinton and Caldera. They sat next to each other in a high-backed Spanish-style sofa underneath a painting of a mounted Bolivar in the Office of the Council of Ministers. We couldn't hear what they said. Mark Knoller asked Clinton whether he'd be willing to answer questions from the Justice Department about campaign fundraising; Caldera appeared irritated and Clinton didn't answer, though McCurry said afterwards that Clinton was prepared to answer the question along the lines McCurry stated at his briefing (that is, yes he would answer questions, consistent with previous White House cooperation with investigators). The room had an off-white damask wallpaper and was lined with bookcases, containing many volumes bound mostly in red or brown leather. Caldera's desk was in another part of the room; a modern painting of Christ on the cross was behind it. The credenza behind his desk contained many phones, a vase of red roses, and next to it was a stand with a TV.

The two presidents then joined their many officials in an adjacent room with a large rectangular table. An enormous painting of all the 19th century presidents of Venezuela was behind the presidents. The Americans closest to Clinton were Albright and Berger. It took a while to clear the press out of the room; as we left, Clinton gave a tiny smile of amusement and bemusement at the slow-moving scrum.

A small pool was admitted to the state dinner (because the Venezuelan press was being admitted); after 15 minutes all journalists were kicked out. In the interim, we observed a lovely courtyard where pre-dinner entertainment and receiving lines were to take place. There are low sloping Spanish-style tile roofs covering breezeways around the courtyard and a lot of modern art on the bright-white walls. Huge ferns hang from the edge of the roof every 25 feet or so. The courtyard adjoins a large lawn with a fountain and large, majestic palm trees, all tastefully lit.

Our exit was interrupted by the arrival of Mrs. Clinton and Mrs. Caldera. HRC was wearing a shimmering white pants suit, with a double set of diamondish buttons on the front of the jacket. Daley, Peña, Richardson, Dodd, Dreier and McDermott followed the first ladies.

You heard Steinberg's briefing about the bilateral.

While we hung around the front door, the sounds of music and boisterous entertainment wafted over the walls of the palace, including a dance with a lot of stomping. At one point, we heard - really - the Macarena. We didn't spy Al Gore.

Press aide Darby Stott kindly gave us a fill on Clinton's toast at the end of the meal (she didn't take notes so this isn't gospel). He started by mentioning the many historic ties between Venezuela and the US, including the help given by a man named Miranda during the Revolutionary War, the inspiration of Bolivar, and more recently the five Venezuelan baseball players now contributing to teams in the playoffs. He quoted a Venezuelan politician who said to the Venezuelan congress, as long ago as the administration of JFK, that Venezuela had to combat the big inequalities between rich and poor - and that was President Caldera.

Arrival back at the Hilton at 11 PM

Jef McAllister, TIME  
Chris Marquis, Miami Herald

Pool report 3  
10/13/97

NOTE: The earlier pool report from AF One was reproduced a bit prematurely and cut off a few of President Clinton's remarks that did not appear on the White House transcript. Also, the comments attributed to Steinberg should have been on background. The President told the pool aboard Air Force One that he has been able to see several movies lately and he enthusiastically praised several of them. He has viewed "In and Out", "LA Confidential", "The Edge", "The Game" and "Peacemaker". He was particularly enthusiastic about "In and Out" and praised Kevin Kline and Bob Newhart for their performances. He also said Tom Selleck was excellent.

This riff was how the President opened his conversation with the pool. He looked up at the screen in the press compartment and asked what we were watching. The answer: "McHale's Navy" with Tom Arnold. The President did not rate that movie.

The President later offered some of his classic bits of esoterica. He asked your poolers whether we knew that Venezuela had more bird species than North America. None of us ventured a reply. He also said that he was taking a great interest in the baseball playoffs and asked us what the scores had been the previous night. He said a considerable number of Venezuelans were on the playoff teams, including Cleveland's Vizquel.

The last sentence of the earlier pool report was cut off. It should have said, "And he put in a plug for expanded trade, which he said was a key to future prosperity for the region."

Motorcade from the airport to the state reception in Brazilia was uneventful.

About 300 people were waiting for the Clintons in the stiflingly hot reception hall of Itamaraty - the Ministry of Foreign Affairs. The men were dressed in dark suits and the women wore cocktail dresses and long evening dresses. Among those in attendance were Dionne Warwick (check sp) and Sonia Braga. While the reception proceeded, your pool could hear faintly in the back of the room the chants of protesters from the grounds outside the hall. There appeared to be about a dozen people; at one point they chanted "Clinton out of Brazil" (we were told it was in Portuguese).

The wall behind the speakers at the reception was covered with a gigantic, modernistic multi-colored mural which one of our US escorts said was done by an artist named DiCavalcanti. It depicted various scenes from the history and geography of Brazil, including forests, beaches and cities.

As some in the crowd waved sheaves of paper to cool themselves, President Cardoso welcomed the Clintons and introduced the American President. Clinton said, "Brazil has haunted my imagination for over thirty years" - ever since he was first entranced by Brazilian music as a young man. He said Brazil and the United States shared the goal of creating "new jobs and open trade," of enabling children to thrive, combating drugs and organized crime, and helping their neighbors to "resolve their conflicts peacefully."

He said Brazil has contributed to U.S. culture in many ways, such as by producing a succession of writers, artists, explorers and athletes. He also praised Brazil for the diversity of its music, and said both the United States and Brazil are committed to welcoming immigrants and building societies in which people can prosper regardless of their color or creed.

The pool got no readout on dinner.

At about 11:35 (all times local), the Clintons and Cardosos appeared on the palace's second-floor balcony, surveying the grounds, which consist of an enormous pool and a broad green lawn spiked with palms and pines. The palace itself is a long glass box encased in a broad porch whose roof is supported by white columns resembling squashed, inverted cones.

It was cool but damp outside, with a slight breeze, and the moon was nearly full behind a thin layer of haze.

Minutes later, a band of female drummers -- Did a (accent on the "a") Banda Feminina, from Salvador da Bahia -- assembled in parallel, facing lines of seven on the lawn between the pool and the palace. They were barefoot and dressed in red and brown

dresses that looked like burlap. Their drums, some of which were the size of barrels, were attached at their waists, knocking against their knees. The drums were covered with spangly colorful sequins that flashed as they moved. The women formed an aisle through which the dignitaries walked, to take seats near the pool. Besides Ms. Albright, Senator Dodd, Mr. Berger, and Mr. Podesta, Sonia Braga, the Brazilian actress, was in the crowd.

As the Clintons and Cardosos came out, the drummers began pounding away, most using long sticks with fuzzy balls at their ends. They undulated as they drummed, and those who weren't thumping waved their sticks wildly over their heads. Four dancing women, without their drums, surrounded the two couples, and Mr. Clinton, grinning broadly at the dancers, seemed uncertain what to do.

One woman pressed what appeared to be a Brazilian flag on him, while another gave Mr. Cardoso two drumsticks. Mrs. Clinton was also given a bundled piece of colorful cloth, which might have been a flag. The gifts were all slipped to an aide, as the Clintons headed for their seats. Dancing, the drummers moved single file to stand about 15 feet in front of them. They performed several numbers, backed up by two female singers.

Once they concluded, after about 15 minutes, a singer named Virginia Rodrigues performed. She was said by staff to be a former cleaning woman who sang for years in churches before being discovered recently. She was a big woman in a baggy, rippling red and gold dress. She sang unaccompanied at first, and then a band kicked in. At times, she sounded as though she was singing hymns, her voice was so calm, full and reverential.

She was backed up at one point by two men playing tall stringed instruments shaped like archery bows. They sounded like big bass crickets.

Your pool was ushered away before she finished. We left the palace at about 12:55 a.m., for a half-hour, uneventful motorcade to the ambasssador's residence.

Ken Walsh, US News  
James Bennet, The New York Times

Inside the shops:  
Oct. 16, 1997

As I caught up with the president, he was admiring wooden objects with subtle painted designs on them. He held up one pitcher, but ultimately indicated to an aide he would like him to come back for one of the smaller objects./p

"I have to go back and get my coffee," he then said./p

He walked back near the entrance where the proprietor handed him an espresso sized cup. Clinton asked the interpreter to ask the man how long he had had the place. The man said he had been there for 30 years. /p

Through an interpreter he said, ""This is my partner, please"" (introducing him) and said his son was the one who had greeted Clinton.

In English the man then said, ""Saxophone?"" Clinton acknowledged the man's knowledge of presidential lore. In halted English the man then said the coffee was to Clinton from him. Clinton thanked him and then returned to shopping.

We were given this id (but it's needs checking out).  
"Magallanes Filberto Bar. "" WH aides thought Magallanes was the man's name, but again it needs clarification.

There were a number of booths: silver, turquoise necklaces, 7-up bottles flattened into hanging pieces of art, colorful rugs, dolls and leather purses.

It was crowded inside and Mrs. Clinton was most gracious when your pooler nearly mowed her down.

The president asked me, "Are you having a good time? Isn't this interesting?"

""

At Gem's minerals and stones the proprietor handed Mr. Clinton a tiny purple box with a yellow bow on it and said, ""This is for your wife."" Clinton then admired some frogs and said he had a frog collection.

The man promptly put a miniature one in a gift sack for Mr. Clinton. The president thanked him. The man (no id on his card) told me both gifts were rodocrocita or rosa del inka which he said was the national stone.

--Kathy Lewis  
Dallas Morning News.

Mr. Clinton then visited with someone else. Couldn't hear the question but Clinton said that the only thing he knew they had been asked to do was space-related research and research for preservation of the rain forest. He then started talking about what the US was doing with Russia pertaining to science and environment and asked the young man if he had any info on what he'd mentioned to please send it to him./p

After I left, TV got him answering a question about the Cuban embargo. The gist of it was Clinton thought the embargo was accelerating the decline, but noted his approach had been the Cuban democracy act. (We're getting the tape)/p

Asked what she thought Clinton's reaction to the campaign finance question, anchor Marina Elena Salinas said "'I felt he was okay with it and I think he is very capable of answering and handling that type of question. I think he might have preferred that it was not asked."

She said someone from the White House afterwards told the news director they would have preferred it not be asked (she later clarified this statement).

"I think it is inevitable because we are here as host of the show but we also are journalists and I think it would also make us look very bad if we had forum like this with the president and we did not ask him about something making the news..'"

White House press secretary Mike McCurry said he was unaware of any such comment from a White House official, but he said there were no restrictions on questions asked. He did note that it did not come from the audience./p

Ms. Salinas later said her news director said the comment in question had been off the record and she also said it was merely a casual comment and not an official complaint./p

Both Clintons continued to shake hands and visit with the questioners for some time..

-- Kathy Lewis  
Dallas Morning News

~Z

Pool Report #2  
Casa Rosado  
October 16, 1997

No news but a smattering of color, as one might expect, from the Pink House.

First the words: While the two presidents were shaking hands, the First Tourist was asked about his experience last night at the tango bar. "I loved it," he proclaimed. "Hillary loved it." Asked if he was ready to teach tango, he laughed and replied, "No, not up to the standards I saw last night." He asked poolers if they had been there and added, "It was extraordinary." President Menem was having this exchange translated to him and he also laughed and said, in Spanish, "I'm going to teach him."

Now, keeping with our color themes, the handshake and greeting took place in Salon Blanco -- the white room. It was a very European-looking and glittering room with two seraphim showing blowing horns over a seal showing two hands shaking and the sun rising. There were 16 mirrored doors ringing a balcony above and a large chandelier. There were two paintings done on cloth. And there was a red carpet leading from the end of the room where the First Tangoer entered to a makeshift raised stage. Workers repeatedly cleaned the carpet in the minutes prior to the arrival. Three soldiers with swords stood at attention on the raised stage. A fourth military man with braids on his coat but no fancy hat or sword also stood there.

There was an awkward moment shortly before the First Dancer arrived. President Menem came out a little early and stood alone and forlorn on the stage waiting for his visitor. Finally an aide came out and chatted with him so he would not be alone. One side note: Menem could be seen walking from his anteroom to the Salon Blanco. Just before he entered the room, he half-genuflected and made the sign of the cross as if there were an altar just out of view. When President Clinton started entering the room, President Menem strode toward him and they shook hands and embraced. They then faced the Argentine press corps, leaving their arms draped around each others' back. It was not until they turned to face the American pool that they dropped their arms.

TOTAL P.001

Pool Report/Evening/After State Dinner/Oct. 16, 1997

Clinton receives two horses from Menem

Following the state dinner and an elaborate 45-minute horse show in an outdoor horse-shoe shaped stadium adjacent to the ballroom used for the dinner, Clinton received two thoroughbred horses given by Menem to the people of the United States.

The horses are descended from the breed used by Spanish conquerors. The breed is known as Criollo, renowned for resilience, skill and what the announcer described as "amazing bravery." One horse was a Kinoso, a grey-brown colored horse named Gato (Cat). The second horse was a pinto-style horse, named Mancha (Spot).

The announcer told Clinton and the audience that the horses were from the same stock as a pair of horses given Calvin Coolidge in 1925. The announcer said the gift was in memory of the horses given earlier to an American president.

The Clintons and Menem came from their seats in a box to the rail to receive the horses. Clinton patted the horses and appeared to make small talk with Menem and others before departing the stadium.

The Clintons returned to the hotel at 12:50 a.m. without incident.

Stewart Powell -- Hearst Newspapers

1:10 a.m.

Pool Report #3  
TV appearance

To the studio, it was a motorcade like every other: bemused pedestrians, police-cordoned cars stopped in traffic, no incidents. No cheers either, but far more smiles than in Brazil and Venezuela (doubtless thanks to Argentina's far higher GDP per capita). Your pool was ushered into the Estudio Mayor before the president's appearance. Mrs. Clinton came in first, and entered the amphitheatre to applause. Behind the curtains a calm president grinned as an aide ducked under the back of his suit jacket to wire him, and said what sounded like, "Oh, feels good." Then, still smiling, Clinton said, "If they insist on making me wear this thing, the least they can do is turn it on."

After the TV show came a wild OTR. The motorcade sped down the broad Avenida Del Liberador, where (finally) some cheering, waving crowds a few deep lined the streets. All went smoothly until we passed the Sheraton, when the motorcade ran into a massive traffic jam on the Avenue Leander N. Alem, another big thoroughfare that swings around the waterfront. Eventually we eked our way through and began to pick up speed on a frontage road as hundreds of motorists, many half out of their stalled cars, looked on or honked their horns on the main drag. The motorcade came to an abrupt halt at La Boca, a charming waterfront tourist area consisting of curio shops and cafes on winding cobblestone streets and brightly colored buildings of red, yellow and blue (a tradition started when residents used left-over paint from wooden ships that moored there). The limousines stopped at the intersection of Caminito (the most popular street in La Boca) and Magallanes streets. That's when chaos ensued. Clinton immediately plunged into a crowd of standers-by, many bohemian looking, and began shaking hands, to scattered applause. "He's such a big man!" exclaimed 18-year-old Luciana Mendoza, an artist. A small street band continued playing what some described as old Argentine folk tunes called milonga. Then, after fighting his way through the crowd (and your pool), the president and Mrs. Clinton headed into the Paseo De Compras, a store whose sign advertised "shopping souvenirs."

More tk

Michael Hirsh, Newsweek  
Kathy Lewis, Dallas Morning News

Pool Report #1  
 Friday, October 17, 1997  
 Aboard the USS Minnow

Your pool, looking upon one of the most beautiful views in the world, currently is on a tourist boat on the Nahuel Huapi Lake, ringed by the Andes. But more on that later.

Events from the A.M. were uneventful. There were no crowds along the motorcade route. Clinton left the hotel late, stopped by the U.S. Embassy in Buenos Aires for a private chat with the staff, and then headed for the airport. As we traveled down 9de Julio, billed as the widest boulevard in the world, there were massive traffic jams on side streets and scores of impatient looking pedestrians waiting for us to pass. Stalled drivers around the airport were really laying on the horns, prompting an Embassy guy on our bus to suggest they were really saying hello. As the Clintons climbed the stairs, they turned and waved, even at us. Clinton then gestured with his arm for us to follow and get on the plane.

Flight uneventful, but the Andes made a spectacular view from the air. The arrival greeting included an armor guard dressed in white alpine ski uniform and carrying rifles. A bugler sounded some kind of flourish similar to a bull fight as the Clintons emerged. They shook hands with the Mayor, the Foreign Minister and the Governor of the Province. A band of local media was at a stake out. A man began waving a saxophone, prompting Clinton to walk over. Suddenly a second saxophone appeared as well. Clinton held up one to show reporters, but immediately the microphones were in his face and the local media were pushing against the barricade. Clinton walked away.

POTUS and entourage helicoptered to Bariloche, where they were met by the Blazer. The helicopters landed on a fairway of a lake side golf course, the snowcapped mountains in the background. We motorcaded to the Llao Llao Hotel where the Clintons changed clothes. Mrs. Clinton, who had been wearing that same blue outfit from Venezuela, emerged wearing a black headband, a brown jacket and hiking boots. POTUS was wearing a blue jacket and a red Stanford cap.

The hotel, a rustic wood, stucco and stone resort surrounded by tall pines, has spectacular views of the lake and mountain. The hotel parking area is lined with American and Argentine flags. The President signed the guest book before leaving for the boat ride. They boarded a 44-foot cabin cruiser named Bigua. Your pool is on the Victoria Andina, one of those big tourist boats similar to those plying the Potomac. A local Navy boat came out first, followed by a 40-foot cabin cruiser with a CAT team perched on the top side viewing area. The Bigua followed, the Clintons standing port side and waving. "Come on, guys. Let's go," he shouted to the pool. His boat was followed by another Argentine naval boat and another smaller craft carrying a two-person Secret Service scuba team. After we left the harbor area, their boat slowed so we could pass for another photo op, but they were already inside. It's a little windy and nippy on the water. Topside, in the cold, on Clinton's boat were Bruce Lindsey, John Podesta, Bob McNealy, Stephen Goodin, Nancy Harnreich, and Sarah Farnsworth. Our boat is much slower than the President's craft so they are far ahead of us now. They are going to Quettrihue Forest on a peninsula of the same name to see the famous grove of quetri trees, which are in the myrtle family. They are going to go hiking around there. actually, at this moment we are waiting in a grove of trees for them to make a photo op.

Nancy Mathis Houston Chronicle. Jeff McAMister/THE

Pool Report #1  
Oct. 14

Your pool was charged with getting the president into Planalto Palace and doing two brief photo ops during the bi-laterals conducted by Clinton and President Cardoso. No news and not a lot of color - though we can report that the burning interest by the Brazilian press in our pre-advance report shows no sign of diminishing.

One Brazilian television reporter was interviewing pool members, asking questions like did we bring our own toilet paper here or our own drinking water. Another Brazilian journalist in their pool asked several of us about this idea that the pre-advance made comments about Brazilians having sex in cars. We tried to clear up what misconceptions we could, but be prepared, and be polite.

Clinton and Cardoso entered the palace by walking up a long, angular staircase flanked by Brazilian soldiers with plumed helmets and full dress uniforms. Clinton, flanked by Secretary of State Albright, stood at attention for the playing of the two national anthems, then entered a foyer where the official party was greeted by a group of Brazilian schoolchildren waving flags. The kids, however, were deathly quiet for some reason, so the only sound you heard was these tiny flags rippling.

The first bi-lat was for the two presidents and a small group of advisers, which included Mack McLarty, Sandy Berger and Albright on the U.S. side. Clinton was asked about his pending line-item veto announcement. "I had a meeting on it this morning and made some decisions and asked a couple of questions," Clinton said. "They got the information late last night. And I'll make the rest of the decisions today and we'll put it out to you."

The second bi-lateral was held around a large, oval-shaped table in another part of the palace and was attended by roughly a dozen advisers on each side in addition to the two presidents. We had brief encounters with McCurry and others while we were waiting around, but no one had anything in particular to say. Mike said, which you all probably know, that they're going to pipe in a Frank Raines briefing on the line-item veto stuff this afternoon.

Clinton had some down time here for news conference prep, and then we motorcaded over to the site. Oh, and there was also a small demonstration outside the palace during the meetings, which some of our Brazilian friends said was about more paved roads in a satellite city near Brasilia. Albright and her counterpart also signed a series of accords while we were at the palace. And that's it.

Bill Nichols, USA Today

**POOL REPORT 1**  
**October 12, 1997<**

**Arrival Ceremony, La Carlotta Air Base, Caracas**

President Clinton emerged from Marine One holding hands with the First Lady. They strode to the square, red-carpet platform and stood alongside Venezuelan President Rafael Caldera and his wife Alicia Pietre de Caldera. School kids waved American flags in the back of the crowd; above them a billboard proclaimed "Bienvenido Presidente Clinton," the greeting framed by U.S. and Venezuelan flags. Venezuelan military units, variously uniformed in blue, red and black, stood stiffly to Clinton's left. (The air force's triangular hats with awesome white tassels added a quaint flavor to the ceremony.) After Clinton finished his remarks, he received a line of perhaps 100 Venezuelan VIPs, each individually announced and including many high-level ministers. Waiting patiently in the rear of the line was a different sort of celebrity: Irene Saiz, a former Miss Universe and, your pool was told, a leading, independent candidate for president of Venezuela.

The much smaller U.S. delegation was then introduced. Its members included Secretary of State Madeleine Albright, Secretary of Commerce William Daley, Secretary of Energy Federico Pena, U.N. Ambassador Bill Richardson, National Security Advisor Sandy Berger, Mack McLarty, White House counselor and special envoy to the Americas, drug czar Barry McCaffrey, Assistant Secretary of State for Inter-American Affairs Jeffrey Davidow, Deputy Chief of Staff John Podesta, Deputy National Security Advisor Jim Steinberg, Sen. Chris Dodd (D-Conn.), Rep. James McDermott (D-Wash.), Rep. Nydia Velazquez (D-NY) David Dreier (R-CA), Rep. Ruben Hinojosa (D-Texas) and others. Bruce Lindsey watched from behind a riser.

After all the hands were shaken, a military band roared into action, and the presidents reviewed the troops. To the north, beyond the Bienvenido sign, loomed La Avila, the lush coastal range, its peaks obscured by misty clouds. Dragon flies and a few pesky wasps floated around the steamy tarmac.

Jonathan Peterson, L.A. Times  
 Jef McAllister, TIME <

## Clinton-Caldera meeting and dinner, Salon Los Causahabientes, La Casona

We were rushed into the tail end of the photo-op between Clinton and Caldera. They sat next to each other in a high-backed Spanish-style sofa underneath a painting of a mounted Bolivar in the Office of the Council of Ministers. We couldn't hear what they said. Mark Knoller asked Clinton whether he'd be willing to answer questions from the Justice Department about campaign fundraising; Caldera appeared irritated and Clinton didn't answer, though McCurry said afterwards that Clinton was prepared to answer the question along the lines McCurry stated at his briefing (that is, yes he would answer questions, consistent with previous White House cooperation with investigators). The room had an off-white damask wallpaper and was lined with bookcases, containing many volumes bound mostly in red or brown leather. Caldera's desk was in another part of the room; a modern painting of Christ on the cross was behind it. The credenza behind his desk contained many phones, a vase of red roses, and next to it was a stand with a TV.

The two presidents then joined their many officials in an adjacent room with a large rectangular table. An enormous painting of all the 19th century presidents of Venezuela was behind the presidents. The Americans closest to Clinton were Albright and Berger. It took a while to clear the press out of the room; as we left, Clinton gave a tiny smile of amusement and bemusement at the slow-moving scrum.

A small pool was admitted to the state dinner (because the Venezuelan press was being admitted); after 15 minutes all journalists were kicked out. In the interim, we observed a lovely courtyard where pre-dinner entertainment and receiving lines were to take place. There are low sloping Spanish-style tile roofs covering breezeways around the courtyard and a lot of modern art on the bright-white walls. Huge ferns hang from the edge of the roof every 25 feet or so. The courtyard adjoins a large lawn with a fountain and large, majestic palm trees, all tastefully lit.

Our exit was interrupted by the arrival of Mrs. Clinton and Mrs. Caldera. HRC was wearing a shimmering white pants suit, with a double set of diamondish buttons on the front of the jacket. Daley, Peña, Richardson, Dodd, Dreier and McDermott followed the first ladies.

You heard Steinberg's briefing about the bilateral.

While we hung around the front door, the sounds of music and boisterous entertainment wafted over the walls of the palace, including a dance with a lot of stomping. At one point, we heard - really - the Macarena. We didn't spy Al Gore.

Press aide Darby Stott kindly gave us a fill on Clinton's toast at the end of the meal (she didn't take notes so this isn't gospel). He started by mentioning the many historic ties between Venezuela and the US, including the help given by a man named Miranda during the Revolutionary War, the inspiration of Bolivar, and more recently the five Venezuelan baseball players now contributing to teams in the playoffs. He quoted a Venezuelan politician who said to the Venezuelan congress, as long ago as the administration of JFK, that Venezuela had to combat the big inequalities between rich and poor - and that was President Caldera.

Arrival back at the Hilton at 11 PM

Jef McAllister, TIME  
Chris Marquis, Miami Herald

Pool Report 1

POTUS and FLOTUS were arm-in-arm as they climbed the stairs of Air Force One at Andrews, and were holding hands as they emerged from the plane in Caracas.

Among those flying with them were Secretaries Albright, Pena and Daley, Bill Richardson and Sandy Berger.

McCurry made an ever-so-brief foray to the back of the plane to tell us about the briefing at 5....but you already know that. He was asked whether FEMA was prepared to offer help with the flooding in Acapulco, but said that Mexico had made no request.

And that's the extend of the news from this pool!

Jodi Enda  
Knight-Ridder

Pool Report #14  
Buenos Aires, Argentina  
Airport Arrival  
Dinner and "Senor Tango"

The President and Mrs. Clinton emerged from the plane to the sound of a 21 gun salute. President Menem met the President on the red carpet on the tarmac and the two men embraced twice. Mrs. Clinton was wearing a yellow rain coat, her hair was pulled hair back, and she was wearing black pants. The two presidents walked together to a stage about 20 yards away from the plane and 100' from the pool. The Argentine national anthem was played followed by the star spangled banner as the 2 presidents and Mrs. Clinton and Menem's daughter stood atop a red carpeted stage with 3 Argentine flags and 2 soldiers on either sides. There were no remarks.

The President and President Menem reviewed the troops, about 100 "patricios"--who come from the 1st batallion infantry established in 1810. The President worked a receiving line of 25 Argentines with a sprinkling of military officers who saluted and shook his hand.

The motorcade proceeded to a restaurant by the waterside--name unknown. Your pool could not get a readout on what they ordered but they dined until 11:00 pm and then the President and Mrs. Clinton went dancing. Your pool is now at "Senor Tango"--a 5 minute drive away in the Barracas Neighborhood. "Senor Tango" looks like an art deco castle with walls painted in a thick brick color with enormous murals of men who look like a latin version of Wayne Newton. The murals are actually of the owner, who is also the star of the "cema tango" show -- Fernando Foler. Senor Foler looks like a latin wayne newton complete with a thin mustache and slicked back hair. Your pool is on the 3rd floor overlooking the round stage in the middle of the floor and the President and Mrs. Clinton are sitting in the 1st floor balcony. Fernando Foler sung a number of love songs, including the very popular "Uno."

Senor Foler has 4 musicians who look a little like characters out of an Adams Family movie--with jet black hair, pale skin, and all dressed in black-- there are 2 bandoneons, 2 violinists, who switch, and an electronic keyboard. and it is very loud.

"Senor Tango" provides a musical show in which, according to the brochure states -- "the unquestionable protagonist is the tango." "Senor Tango" is a nightclub with smoky rooms and cocktail bars around the stage and a two floor balcony that goes around the room with "rock show" lighting.

Senor Foler just introduced President Clinton who is on the first balcony and the crowd applauded.

Two dancers began to dance the tango at 11:44 pm. Your pool is waiting for the President and Mrs. Clinton to do the same. We aren't holding our breath.

Dina Temple-Raston  
Bloomberg News

## Pool Report 1, Thursday, Oct. 16

## From San Martin to Evita

Though the event in Plaza San Martin was open press, late-risers might be interested in a few details.

Speaking first at the event and welcoming Clinton to B.A. was the mayor, Fernando de la Rúa, who happens to be leader of the opposition Union Civica Radical Party and a leading candidate for the presidency in 2000. He spoke from the side, while Clinton and Menem stood at the front.

He welcomed Clinton with a key to the city and spoke of the "special bond" between the U.S. and Argentina. Clinton smiled during his remarks, but Menem maintained a serious look. When he gave Clinton the key to the city, Argentine photographers yelled to Clinton to hold it up and he complied.

Members of a colorful military band in front of the stage were striking in their brown top hats, each with a feather sticking in it. The distinctive strains of the macarena could be heard on the stage, apparently from a small, unofficial band way back in the crowd. Menem gave a chilly stare over this.

Both Menem and Clinton praised the liberator (whose statue astride a horse graces the center of the square) and used his example to apply to world events today. Menem said Argentine troops "are ready for any emergency" in the world, noting they have served as peacekeepers in several missions. Clinton, looking a tad weary from his late night out, spoke with conviction about the national hero.

The invited crowd was kept far away, behind the band, and was small, just a few hundred. But on the opposite side of the street, a few hundred people gathered to catch a glimpse of Clinton. The small invited crowd waved flags and tried to create some enthusiasm, but it was not that kind of occasion, despite the macarena.

A protestor in the middle of the crowd held up a sign that said, "Clinton abandons U.S. POWs in Vietnam, Laos and Cambodia." The other side of the sign said, "What's the difference between Clinton and Hanoi Jane? Jane went to Vietnam." It's not clear to me Clinton saw this. The sign was pretty small. When he finished and the band struck up, leaflets flew into the air from the crowd. It turned out they were from one of the Argentine political parties.

The president walked down a red carpet to the base of the statue, and a massive wreath of rain-forest quality greenery was hoisted out for him to place at the base of the statue. It took two soldiers to do the job for him. He touched it to straighten out a ribbon, and paused quietly for a moment in front of the statue.

As the ceremony was drawing to a close, a stray dog wandered aimlessly through the band, but at least did not venture onto the red carpet and pose a soiling threat to the assemblage of solemn VIPs.

The motorcade to the Casa Rosada, the president's office and where the Perons made their famous speeches were the balcony, disclosed a city pretty much going about its business. Some onlookers were on hand to watch the president go by. There had been a plan for the president to follow a horse-drawn cart to the Casa Rosada, but he opted for speed and simplicity instead.

There will be Clinton and Menem quotes from the Cleveland Indian pooler.

Bill Neikirk, Chicago Tribune

Pool Report, AF ONE, Rio to Buenos Aires

Mike McCurry said Clinton was pleased with his performance at the Rio soccer field before we left. ~~As your pool reported,~~ As your pool reported, McCurry said Clinton looked to ~~the~~ <sup>his</sup> left to throw the goalie off, then kicked ~~right~~ to the right (with his left foot), to score the goal. ~~Clinton said afterward,~~ "I know he thought I was some lame old white guy from America; I fooled him," Clinton said afterward.

~~Clinton said~~ McCurry said ~~the~~ Clinton had received a warm letter from President Cardoso which praised the visit as a great success.

McCurry ~~told~~ told us that the Clintons would be going out for the evening in B.A. Rep. David Dreier, R-Calif., was summoned to the senior White House staff's compartment on AF ONE to give tango lessons to Secretary of State Albright. Dreier is apparently on the trip as a fast-track supporter, but we could not ascertain his background in the tango. In any case, McCurry said the president and Mrs. Clinton watched the lessons - which also included Dreier dancing in ~~an~~ an AF ONE corridor with Rep. Velazquez. ~~(the Clintons)~~ "My guess is they <sup>(the Clintons)</sup> thought it was pretty enticing," ~~McCurry~~ McCurry said. Asked if the congressman held a rose in his teeth, McCurry said, "He was fully capable of doing just that."

Back home, Lanny Brewer is screening more tapes, McCurry said, and "Siskel and Ebert give them three thumbs ~~up~~ up." McCurry added that most of "what has been produced" are events our pools are probably familiar with, such as ~~tapes~~ tapes from radio addresses. It's all part of the White House's effort to be "responsive," McCurry said. "You get what you ask for," he said.

Ken Walsh, U.S. News  
& World Report

Dina Temple-Raston,  
Bloomberg

Wednesday, October 15, 1997  
Pool Report #13  
School to Copacabana Palace

Clinton shook hands with the kids in the stands and then climbed into the stands for a picture with the kids and Pele. Then he stepped down and walked to a practice soccer field after shaking more hands. Still wearing his suit, he kicked the ball around with Pele and a few school kids who wore white and green uniforms. The President at one point bounced the ball confidently off his left knee and did a few other kicks before Pele encouraged him to go for a goal. He went against one of the school boys one-on-one, looked left and kicked the ball neatly to the right into the net. It must be said that the goalie, who appeared to be about 13 years old, did not appear to make a great effort to block the President's kick. Pele gave Clinton a high five and Clinton broke into a big laugh.

Surrounded by well wishers and journalists, Clinton slowly made his way out of the area. He was presented with a small tambourine and he appeared delighted with the gift.

He took the motorcade to Maracana Stadium, then proceeded by helo on an aerial tour. McCurry passed on to us that Marine One went around the Christ statue twice and buzzed Sugarloaf Mountain.

As we motorcaded along the beach, onlookers lined the road. But the crowds were not large. Most people wore bathing suits. We ended up at Copacabana Palace, where we were told the President would have lunch. It's a wonderful old hotel that looks out on the beach area, though we never got to see the President's suite or where he had lunch. But your pool had a fine meal in a suite of our own. Outside the hotel, a small group of protesters -- maybe 10 or 20 -- chanted, "Yankee parasite get out of Brazil."

Dina Temple-Raston, Bloomberg News  
Ken Walsh, U.S. News & World Report

POOL REPORT #12  
SAO PAULO TO RIO AND EDUCATION EVENT  
October 15, 1997

Motorcades to airport in Sao Paulo and from airport in Rio were uneventful. There was a total of 1 protest sign on each route that we could see. No adoring crowds, just the usual scattering of stalled passengers and passersby staring mutely, and plenty of billboards featuring the Pope in Rio.

McCurry came back most briefly after AF1 lift-off and chatted. We encouraged him to bring Clinton back, but he said he wouldn't try that again anytime soon. Clinton, Mike said, was not angry at the failed gambit Monday night, but took more of a I-told-you-it-wouldn't-work attitude with his press secretary.

Mike was asked about a New York Times story this morning on overbearing U.S. security teams here in Rio, and said the story was exaggerated. The US, he said, did not ask the Brazilian government to halt the trains that run by the Magueira school, but only inquired as to their schedule. Similarly, he said the US had not asked Brazil to change its switch-over to daylight savings time. Joe Lockhart explained later that he had been told Brazil varies the date each year on which it switches over to daylight savings time, and US officials had merely asked what their plans were this year (it was delayed for the Pope's appearance here, apparently).

After arriving at the school in Rio, Clinton, HRC, Riley, Daley, Burger and others were ushered in to a small, but neat and clean, classroom. The fans did little to dispel the same heat and humidity you felt outside. There were four students, three boys and a girl, each dressed in blue shirts and sitting in front of a PC that was hooked up by the Internet to C.D. Hylton (correct spelling) School in Woodbridge, Va. The PCS here in Brazil, and presumably those in the states, had little mini-cams on top, so the students, on their screens, had "windows" with video both of themselves and thier pals in Virginia.

Both Clinton and HRC watched the screens intently, and at one point Clinton reached up to adjust the little ball-shaped minicam. "We're hopefully going to have a little talk back and forth," POTUS said. Then he read the message coming in on the screen: "President Clinton, we would like to send greetings from the C.D. Hylton High School."

Gesturing to one of the students, the president said: "Tell them we are having a good time here." A short time later, he said, "We're waiting for them to write something back."

Chris E. promised to get us the names of the students and the school director who gave Clinton the demonstration.

This afternoon, word has it, Clinton is doing an OTR tour of Rio, involving a helicopter ride, perhaps past the famous statue that overlooks the city, perhaps something involving a national park.