

4. Equipment in or on the Space Station shall not be owned by, and ownership of elements listed in the Annex shall not be transferred to, any non-Partner or private entity under the jurisdiction of a non-Partner without the prior concurrence of the other Partners. Any transfer of ownership of any element listed in the Annex shall require prior notification of the other Partners.

5. The ownership of equipment or material provided by a user shall not be affected by the mere presence of such equipment or material in or on the Space Station.

6. The ownership or registration of elements or the ownership of equipment shall in no way be deemed to be an indication of ownership of material or data resulting from the conduct of activities in or on the Space Station.

7. The exercise of ownership of elements and equipment shall be subject to any relevant provisions of this Agreement, the MOUs, and implementing arrangements, including relevant procedural mechanisms established therein.

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Article 16
Cross-Waiver of Liability

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

2. For the purposes of this Article:

(a) A "Partner State" includes its Cooperating Agency. It also includes any entity specified in the MOU between NASA and the Government of Japan to assist the Government of Japan's Cooperating Agency in the implementation of that MOU.

(b) The term "related entity" means:

(1) a contractor or subcontractor of a Partner State at any tier;

(2) a user or customer of a Partner State at any tier; or

(3) a contractor or subcontractor of a user or customer of a 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 Partner State as described in subparagraphs 2(b)(1) through 2(b)(3) above or otherwise engaged in the implementation of Protected Space Operations as defined in subparagraph 2 (f) below.

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