04-141

AGREEMENT BETWEEN

THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION OF THE UNITED STATES OF AMERICA

AND

THE MINISTRY OF EDUCATION OF THE REPUBLIC OF GABON

FOR COOPERATION IN

THE GLOBE PROGRAM

PREAMBLE

The U.S. National Aeronautics and Space Administration (hereinafter, the U.S. Party), and the Ministry of Education of the Gabonese Republic (hereinafter, the Gabonese Party),

Intending to increase the awareness of students throughout the world about the global environment,

Seeking to contribute to increased scientific understanding of the Earth, and

Desiring to support improved student achievement in science and mathematics,

Have agreed to cooperate in the Global Learning and Observations to Benefit the Environment (GLOBE Program) as follows:

ARTICLE 1 - THE GLOBE PROGRAM

The GLOBE Program is an international environmental science and education program that brings students, teachers, and scientists together to study the global environment. GLOBE has created an international network of students at primary, middle and secondary school levels studying environmental issues, making environmental measurements, and sharing useful environmental data with one another and the international science community.

ARTICLE 2 - RESPECTIVE RESPONSIBILITIES

A. The U.S. Party will use reasonable efforts to:

1. Coordinate U.S. Government participation in the GLOBE Program, on behalf of relevant U.S. Government Agencies;

2. Identify U.S. schools that will participate in the GLOBE Program;

3. Select, in consultation with international scientists and educators, the GLOBE environmental measurements and define specifications for measurement equipment;

4. Select Principal Investigator Teams for the GLOBE environmental measurements, and support the U.S. members of the Teams;

5. Develop, in consultation with international scientists and educators, GLOBE educational materials;

6. Translate GLOBE instructional materials related to measurement procedures and data reporting protocols into the six United Nations languages, and provide a copy of these plus all broader GLOBE educational materials to the Gabonese Party for further reproduction as necessary;

7. Conduct regional training sessions for GLOBE Country Coordinators and GLOBE teachers who will serve as trainers for additional GLOBE teachers in Gabon;

8. Design, develop, operate, and maintain GLOBE data processing capabilities and other necessary technology and equipment;

9. Provide GLOBE software, as necessary, for use on Gabonese GLOBE school computers (To the extent possible, textual material appearing on computer screens will be accessible in the student's choice among the six United Nations languages.);

10. Accept environmental data reported from GLOBE schools around the world, and develop and provide resultant global environmental images to the Gabonese Party; and

11. Evaluate the overall GLOBE Program periodically, in consultation with international GLOBE Country Coordinators, and modify the overall program as appropriate.

B. The Gabonese Party will use reasonable efforts to:

1. Identify Gabonese schools that will participate in the GLOBE Program and provide an updated list of Gabonese GLOBE schools to the U.S. Party at the beginning of each school year;

2. Ensure that Gabonese GLOBE schools conduct the fundamental activities of GLOBE schools (take GLOBE environmental measurements, report data, and receive and use resultant global environmental images, using GLOBE educational materials under the guidance of teachers trained to conduct the GLOBE Program);

3. Name a Gabonese Government Point of Contact responsible for policy-level communications with the Director of the GLOBE Program;

4. Name a Country Coordinator responsible for day-to-day management, oversight, and facilitation of the GLOBE Program in Gabon;

5. Ensure that the Country Coordinator and some GLOBE teachers attend GLOBE regional training and in turn provide GLOBE training to at least one teacher in each Gabonese GLOBE school;

6. Ensure that GLOBE instructional materials related to measurement procedures and data reporting protocols are utilized in Gabonese GLOBE schools, and that broader GLOBE educational materials are appropriately translated, adapted, reproduced, and distributed to all Gabonese GLOBE schools;

7. Ensure that the measurement equipment used by Gabonese GLOBE schools to take GLOBE environmental measurements meets GLOBE specifications;

8. Ensure that teachers and students at Gabonese GLOBE schools calibrate GLOBE measurement equipment according to procedures provided in GLOBE instructional materials;

9. Ensure that Gabonese GLOBE schools have the necessary computer and communications systems to allow Internet/World Wide Web access in order to report GLOBE environmental measurements and to receive and use GLOBE environmental images; if such computer and communications systems are not available in Gabonese schools, make agreed alternative arrangements for such reporting and receipt (At a minimum, the Gabonese Country Coordinator will need access to the Internet so that all measurement data from Gabonese GLOBE schools will be reported via Internet.); and

10. Evaluate GLOBE operations in Gabon periodically and assist the U.S. Party in conducting periodic evaluation of the overall GLOBE Program.

ARTICLE 3 - FINANCIAL ARRANGEMENTS

The Parties will bear the costs of fulfilling their respective responsibilities under this Agreement. Obligations of the Parties pursuant to this Agreement are subject to their respective funding procedures and the availability of appropriated funds. The conduct of activities under this Agreement will be consistent with the relevant laws and regulations of the United States and Gabon.

ARTICLE 4 - EXCHANGE OF DATA AND GOODS

GLOBE environmental measurement data, global environmental images, educational materials, and to the extent possible, software, will be available worldwide without restriction as to their use or redistribution.

ARTICLE 5 - RELEASE OF INFORMATION ABOUT THE GLOBE PROGRAM

The Parties may freely release information on the GLOBE Program as deemed appropriate without prior consultation.

ARTICLE 6 - CUSTOMS AND IMMIGRATION

The Parties will use reasonable efforts to facilitate the movement of persons and goods into and out of its territory and to accord entry to such goods into U.S. and Gabonese territory free of customs duties and other similar charges, as is necessary to implement this agreement, to the extent permitted by the laws and regulations of the United States and Gabon.

ARTICLE 7 – INVENTION AND PATENT RIGHTS

Nothing in the agreement will be construed as granting or implying any rights to, or interest in, patents or inventions of the Parties or their contractors or subcontractors.

ARTICLE 8 – CONSULTATIONS/SETTLEMENT OF DISPUTES

The Parties will consult promptly with each other on all issues involving interpretation or implementation of this agreement.

ARTICLE 9 – LIABILITY

Neither Party will make any claim against the other, its employees, a related entity of the other, or employees of the other's related entities for injury to or death of its own employees or employees of its related entities, or for damage of any kind to or loss of its own property or that of its related entities arising out of activities under this Agreement whether such injury death, damage or loss arises through negligence or otherwise, except in the case of willful misconduct.

ARTICLE 10 –DURATION, TERMINATION AND AMENDMENT

This Agreement will enter into force upon the date of the latter signature thereto and will remain in force for five years. It will be automatically extended for further five-year periods. This Agreement may be terminated at any time by either of the Parties upon at least three months written notice to the other of intent to terminate. This Agreement may be amended at any time by written agreement of the Parties.

Done at Libreville, this 11th day of August, 2003.

For the National Aeronautics and Space Administration:

The Ambassador of the United States

His Excellency Kenneth P. MOOREFIELD

For the Ministry of National Education:

The Minister of National Education

Professor Daniel ONA-ONDO