B. The Parties shall make scientific results available to the international scientific community through publication in appropriate journals or by presentations at scientific conferences in a timely manner consistent with good scientific practices.

C. The Parties acknowledge that the following data or information does not constitute public information and that such data or information shall not be included in any publication or presentation by a Party without the other Party's prior written permission:

1. Data furnished by the other Party in accordance with Article 8 (Transfer of Goods and Technical Data) that are marked as export-controlled or proprietary;

2. Information about an invention of the other Party and/or its Contributing Entity before an application for a patent or similar form of protection in any country has been filed or a decision not to file has been made; or

3. Other specific information that the Parties expressly agree not to disclose or release.

ARTICLE 11
DATA SHARING

The Parties agree to the full and open sharing of scientific data from joint activities under this Framework Agreement as soon as such data become available for release to the public, as detailed in data management plans created pursuant to Implementing Arrangements.

ARTICLE 12
CROSS-WAIVER OF LIABILITY

A. With respect to joint activities under this Framework Agreement, the Parties agree to establish a cross-waiver of liability in the interest of encouraging cooperation between the Parties in the exploration and use of outer space, including the Moon and other celestial bodies, for peaceful purposes. This cross-waiver of liability, as set out in this Article, shall be broadly construed to achieve this objective. For the avoidance of doubt, the term "Party" as used in this Article includes such Party's Implementing Agencies.

B. For the purposes of this Article:

1. The term "Damage" means:

a. Bodily injury to, or other impairment of health of, or death of any natural person;

b. Damage to, loss of, or loss of use of any property;

c. Loss of revenue or profits; or

d. Other direct, indirect, or consequential damage.

2. The term "Protected Space Operations" means all activities in the implementation of Implementing Arrangements. It includes, but is not limited to:

a. Research, design, development, test, manufacture, assembly, integration, operation, or use of vehicles, payloads, or instruments, as well as related support equipment and facilities and services; and

b. All activities related to ground support, test, training, simulation, or guidance and control equipment and related facilities or services.

The term "Protected Space Operations" excludes activities on Earth that are conducted on return from space to develop further a product or process for use other than for activities in the implementation of the relevant Implementing Arrangements.

C. 1. 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 paragraphs C.1.a. through C.1.c. below based on Damage arising out of Protected Space Operations. This cross-waiver of liability 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. This cross-waiver of liability shall apply to any claims for Damage, whatever the legal basis for such claims, against: