

105TH CONGRESS  
2D SESSION

# H. R. 4820

To impose accountability on the International Space Station, and for other purposes.

---

## IN THE HOUSE OF REPRESENTATIVES

OCTOBER 13, 1998

Mr. SENSENBRENNER introduced the following bill; which was referred to the Committee on Science

---

## A BILL

To impose accountability on the International Space Station, and for other purposes.

1 *Be it enacted by the Senate and House of Representa-*  
2 *tives of the United States of America in Congress assembled,*

3 **SECTION 1. SHORT TITLE.**

4 This Act may be cited as the “Save the International  
5 Space Station Act of 1998”.

6 **SEC. 2. DEFINITIONS.**

7 For purposes of this Act—

8 (1) the term “Administrator” means the Ad-  
9 ministrator of the National Aeronautics and Space  
10 Administration; and

---

1           (2) the term “critical path” means the sequence  
2           of events of a schedule of events under which a delay  
3           in any of those events causes a delay in the overall  
4           schedule.

5 **SEC. 3. INTERNATIONAL SPACE STATION LIMITATIONS.**

6           (a) **TRANSFER OF FUNDS TO RUSSIA.**—Notwith-  
7           standing any other provision of law, no funds or in-kind  
8           payments shall be transferred to any entity of the Russian  
9           Government or any Russian contractor when such funds  
10          are intended to be used to perform work on the Inter-  
11          national Space Station which the Russian Government  
12          pledged, at any time, to provide at its expense. No funds  
13          or in-kind payments shall be made to any entity of the  
14          Russian Government in exchange for any goods or services  
15          associated with the International Space Station, except  
16          pursuant to a contract or agreement in effect as of the  
17          date of the enactment of this Act. If the Administrator  
18          determines that an exception to this subsection is nec-  
19          essary, the Administrator shall submit the reasons and  
20          justifications for such exception, in writing, to the Con-  
21          gress. Such submittal shall also include an explanation of  
22          whether such work will be the result of, or such goods or  
23          services will be procured through, a competitively awarded  
24          contract, and if not, shall also include the reasons and jus-  
25          tifications why such work, goods, or services could not be

1 competitively bid. Such exception shall not be approved if,  
2 within 30 days after submittal to the Congress, any two  
3 of the following Committees objects in writing: the Com-  
4 mittee on Appropriations and the Committee on Science  
5 of the House of Representatives, and of the Committee  
6 on Appropriations and the Committee on Commerce,  
7 Science, and Transportation of the Senate. This sub-  
8 section shall not apply to the purchase or modification of  
9 the Russian built, United States owned Functional Cargo  
10 Block, known as the “FGB”.

11 (b) SENSE OF CONGRESS.—It is the sense of the  
12 Congress that if the Russian Government is unable to pro-  
13 vide at its own expense any contribution, capability, or  
14 launch service to the International Space Station which  
15 the Russian Government pledged, at any time, to provide  
16 at its own expense, the Memorandum of Understanding  
17 between the National Aeronautics and Space Administra-  
18 tion and the Russian Space Agency, and, if necessary, the  
19 Intergovernmental Agreement among all the International  
20 Space Station partners, should be renegotiated to reduce  
21 Russia’s benefits commensurate with its reduced level of  
22 contribution to the International Space Station.

23 (c) CONTINGENCY PLAN FOR RUSSIAN ELEMENTS IN  
24 CRITICAL PATH.—The Administrator shall develop and  
25 deliver to Congress, with the President’s budget request

1 for fiscal year 2000, a contingency plan for the removal  
2 or replacement of each Russian Government contribution  
3 or capability of the International Space Station that lies  
4 in the critical path, as well as Russian space launch serv-  
5 ices. Such plan shall include—

6 (1) decision points for removing or replacing  
7 those contributions, capabilities, and launch services  
8 necessary for completion of the International Space  
9 Station;

10 (2) the estimated cost of implementing each  
11 such decision; and

12 (3) the estimated cost of removing or replacing  
13 a Russian Government critical path contribution, ca-  
14 pability, or launch service after its decision point has  
15 passed, if—

16 (A) the decision at that point was not to  
17 remove or replace the Russian Government con-  
18 tribution, capability, or launch service; and

19 (B) the Administrator later determines  
20 that the Russian Government will be unable to  
21 provide the critical path contribution, capabil-  
22 ity, or launch service in a manner to allow com-  
23 pletion of the International Space Station.

24 (d) BI-MONTHLY REPORTING ON RUSSIAN STA-  
25 TUS.—On or before December 1, 1998, and until comple-

1 tion of the assembly of the International Space Station,  
2 the Administrator shall report to Congress on the first day  
3 of every other month whether or not the Russians have  
4 performed work expected of them and necessary to com-  
5 plete the International Space Station. Such report shall  
6 also include a statement of the Administrator's judgment  
7 concerning Russia's ability to perform work anticipated  
8 and required to complete the International Space Station  
9 before the next report under this subsection.

10 (e) DECISION ON RUSSIAN CRITICAL PATH ITEMS.—

11 The President shall notify Congress, by April 1, 1999, of  
12 the decision on whether or not to proceed with permanent  
13 replacement of the Russian Service Module, other Russian  
14 contributions or capabilities in the critical path of the  
15 International Space Station, or Russian launch services.  
16 Such notification shall include the reasons and justifica-  
17 tions for the decision and the costs associated with the  
18 decision. Such decision shall include a judgment of when  
19 the assembly of the International Space Station will be  
20 completed. If the President decides, after April 1, 1999,  
21 to proceed with a permanent replacement for the Russian  
22 Service Module or any other Russian contribution or capa-  
23 bility in the critical path or Russian launch service, the  
24 President shall notify Congress of the reasons and jus-  
25 tification for the decision to proceed with the permanent

1 replacement, and the costs associated with the decision,  
2 including the cost difference between making such decision  
3 by April 1, 1999, and any later date at which it is made.

4 **SEC. 4. COST LIMITATION FOR THE INTERNATIONAL SPACE**  
5 **STATION.**

6 (a) LIMITATION OF COSTS.—Except as provided in  
7 subsection (c), the total amount appropriated for—

8 (1) costs of the International Space Station  
9 through completion of assembly may not exceed  
10 \$21,900,000,000; and

11 (2) space shuttle launch costs in connection  
12 with the assembly of the International Space Station  
13 through completion of assembly may not exceed  
14 \$17,700,000,000 (determined at the rate of  
15 \$380,000,000 per space shuttle flight).

16 (b) COSTS TO WHICH LIMITATION APPLIES.—

17 (1) DEVELOPMENT COSTS.—The limitation im-  
18 posed by subsection (a)(1) does not apply to funding  
19 for operations, research, and crew return activities  
20 subsequent to substantial completion of the Inter-  
21 national Space Station.

22 (2) LAUNCH COSTS.—The limitation imposed  
23 by subsection (a)(2) does not apply to space shuttle  
24 launch costs in connection with operations, research,

1 and crew return activities subsequent to substantial  
2 completion of the International Space Station.

3 (3) SUBSTANTIAL COMPLETION.—For purposes  
4 of this subsection, the International Space Station is  
5 considered to be substantially completed when the  
6 development costs comprise 5 percent or less of the  
7 total International Space Station costs for the fiscal  
8 year.

9 (c) AUTOMATIC INCREASE OF LIMITATION  
10 AMOUNT.—The amounts set forth in subsection (a) shall  
11 each be increased to reflect any increase in costs attrib-  
12 utable to—

13 (1) economic inflation;

14 (2) compliance with changes in Federal, State,  
15 or local laws enacted after the date of enactment of  
16 this Act;

17 (3) the lack of performance or the termination  
18 of participation of any of the International countries  
19 participating in the International Space Station; and

20 (4) new technologies to improve safety, reliabil-  
21 ity, maintainability, availability, or utilization of the  
22 International Space Station, or to reduce costs after  
23 completion of assembly, including increases in costs  
24 for on-orbit assembly sequence problems, increased  
25 ground testing, verification and integration activi-

1 ties, contingency responses to on-orbit failures, and  
2 design improvements to reduce the risk of on-orbit  
3 failures.

4 (d) NOTICE OF CHANGES.—The Administrator shall  
5 provide with each annual budget request a written notice  
6 and analysis of any changes under subsection (c) to the  
7 amounts set forth in subsection (a) to the Senate Commit-  
8 tees on Appropriations and on Commerce, Science, and  
9 Transportation and to the House of Representatives Com-  
10 mittees on Appropriations and on Science. The written no-  
11 tice shall include—

12 (1) an explanation of the basis for the change,  
13 including the costs associated with the change and  
14 the expected benefit to the program to be derived  
15 from the change; and

16 (2) an analysis of the impact on the assembly  
17 schedule and annual funding estimates of not receiv-  
18 ing the requested increases.

19 (e) REPORTING AND REVIEW.—

20 (1) IDENTIFICATION OF COSTS.—

21 (A) SPACE SHUTTLE.—As part of the over-  
22 all space shuttle program budget request for  
23 each fiscal year, the Administrator shall iden-  
24 tify separately the amounts of the requested  
25 funding that are to be used for completion of

1           the assembly of the International Space Sta-  
2           tion.

3                   (B) INTERNATIONAL SPACE STATION.—As  
4           part of the overall International Space Station  
5           budget request for each fiscal year, the Admin-  
6           istrator shall identify the amount to be used for  
7           development of the International Space Station.

8                   (2) ACCOUNTING FOR COST LIMITATIONS.—As  
9           part of the annual budget request to the Congress,  
10          the Administrator shall account for the cost limita-  
11          tions imposed by subsection (a).

12                   (3) VERIFICATION OF ACCOUNTING.—The Ad-  
13          ministrator shall arrange for a verification, by the  
14          General Accounting Office, of the accounting sub-  
15          mitted to the Congress within 60 days after the date  
16          on which the budget request is transmitted to the  
17          Congress.

18                   (4) INSPECTOR GENERAL.—Within 60 days  
19          after the Administrator provides a notice and analy-  
20          sis to the Congress under subsection (d), the Inspec-  
21          tor General of the National Aeronautics and Space  
22          Administration shall review the notice and analysis  
23          and report the results of the review to the commit-  
24          tees to which the notice and analysis was provided.

1 **SEC. 5. LIABILITY CROSS-WAIVERS FOR INTERNATIONAL**  
2 **SPACE STATION-RELATED ACTIVITIES.**

3 (a) **IN GENERAL.**—Notwithstanding any other provi-  
4 sion of law, the Administrator, on behalf of the United  
5 States, its departments, agencies, and related entities,  
6 may reciprocally waive claims with cooperating parties,  
7 and the related entities of such cooperating parties, under  
8 which each party to each such waiver agrees to be respon-  
9 sible, and agrees to ensure that its own related entities  
10 are responsible, for damage or loss to its property or to  
11 property for which it is responsible, or for losses resulting  
12 from any injury or death sustained by its own employees  
13 or agents, as a result of activities connected to the Inter-  
14 national Space Station Program.

15 (b) **LIMITATIONS.**—

16 (1) **CLAIMS.**—A reciprocal waiver under sub-  
17 section (a) may not preclude a claim by any natural  
18 person (including, but not limited to, a natural per-  
19 son who is an employee of the United States, the co-  
20 operating party, or the cooperating party’s sub-  
21 contractors) or that natural person’s estate, sur-  
22 vivors, or subrogees for injury or death, except with  
23 respect to a subrogee that is a party to the waiver  
24 or has otherwise agreed to be bound by the terms  
25 of the waiver.

1           (2) LIABILITY FOR NEGLIGENCE.—A reciprocal  
2 waiver under subsection (a) may not absolve any  
3 party of liability to any natural person (including,  
4 but not limited to, a natural person who is an em-  
5 ployee of the United States, the cooperating party,  
6 or the cooperating party’s subcontractors) or such  
7 natural person’s estate, survivors, or subrogees for  
8 negligence, except with respect to a subrogee that is  
9 a party to the waiver or has otherwise agreed to be  
10 bound by the terms of the waiver.

11           (3) INDEMNIFICATION FOR DAMAGES.—A recip-  
12 rocal waiver under subsection (a) may not be used  
13 as the basis of a claim by the National Aeronautics  
14 and Space Administration or the cooperating party  
15 for indemnification against the other for damages  
16 paid to a natural person, or that natural person’s es-  
17 tate, survivors, or subrogees, for injury or death sus-  
18 tained by that natural person as a result of activities  
19 connected to the International Space Station Pro-  
20 gram.

21           (c) SAFETY OVERSIGHT AND REVIEW REQUIRED.—  
22 In the exercise of the authority provided in subsection (a),  
23 and consistent with relevant agreements with cooperating  
24 parties in the International Space Station Program, the  
25 Administrator shall establish overall safety requirements

1 and plans and shall conduct overall integrated system  
2 safety reviews for International Space Station elements  
3 and payloads, and may undertake any and all authorized  
4 steps (including, but not limited to, removal from launch  
5 manifest) to ensure, to the maximum extent possible, that  
6 such elements and payloads pose no safety risks for the  
7 International Space Station.

8 (d) DEFINITIONS.—In this section:

9 (1) COOPERATING PARTY.—The term “cooper-  
10 ating party” means any person who enters into an  
11 agreement or contract with the National Aeronautics  
12 and Space Administration for the performance or  
13 support of scientific, aeronautical, or space activities  
14 in furtherance of the International Space Station  
15 Program.

16 (2) RELATED ENTITY.—The term “related en-  
17 tity” includes contractors or subcontractors at any  
18 tier, suppliers, grantees, and investigators or  
19 detailees.

20 (3) COMMON TERMS.—Any term used in this  
21 section that is defined in the National Aeronautics  
22 and Space Act of 1958 (42 U.S.C. 2451 et seq.) has  
23 the same meaning in this section as when it is used  
24 in that Act.

1 (e) EFFECT ON PREVIOUS WAIVERS.—Subsection (a)  
2 applies to any waiver of claims entered into by the Admin-  
3 istrator without regard to whether it was entered into be-  
4 fore, on, or after the date of enactment of this Act.

5 **SEC. 6. SPACE STATION ACCOUNTING REPORTS.**

6 (a) INITIAL REPORT.—Not later than 90 days after  
7 the date of the enactment of this Act, the Administrator  
8 shall transmit to the Congress a report containing a de-  
9 scription of all Space Station-related agreements entered  
10 into by the United States with a foreign entity after Sep-  
11 tember 30, 1993, along with—

12 (1) a complete accounting of all costs and bene-  
13 fits to the United States during fiscal years 1994  
14 through 1998 pursuant to each such agreement; and

15 (2) an estimate of costs and benefits after fiscal  
16 year 1998 to the United States pursuant to each  
17 such agreement.

18 (b) ANNUAL REPORTS.—Not later than 90 days after  
19 the date of the enactment of this Act, and not later than  
20 60 days after the end of each fiscal year beginning with  
21 fiscal year 1999, the Administrator shall transmit to the  
22 Congress a report containing a description of all Space  
23 Station-related agreements entered into by the United  
24 States with a foreign entity during the preceding fiscal  
25 year, along with—

1           (1) a complete accounting of all costs and bene-  
2           fits to the United States during that fiscal year pur-  
3           suant to each such agreement; and

4           (2) an estimate of future costs and benefits to  
5           the United States pursuant to each such agreement.

6 **SEC. 7. REPORT ON INTERNATIONAL HARDWARE AGREE-**  
7 **MENTS.**

8           Not later than 90 days after the date of the enact-  
9           ment of this Act, the Administrator shall transmit to the  
10          Committee on Science of the House of Representatives  
11          and the Committee on Commerce, Science, and Transpor-  
12          tation of the Senate a report on—

13           (1) agreements that have been reached with for-  
14           eign entities to transfer to a foreign entity the devel-  
15           opment and manufacture of International Space Sta-  
16           tion hardware baselined to be provided by the  
17           United States; and

18           (2) the impact of those agreements on United  
19           States operating costs and United States utilization  
20           shares of the International Space Station.

21          At least 60 days before entering into any additional agree-  
22          ments of the type described in paragraph (1), the Admin-  
23          istrator shall report to the Committee on Science of the  
24          House of Representatives and the Committee on Com-  
25          merce, Science, and Transportation of the Senate the na-

1 ture of the proposed agreement and the anticipated cost,  
2 schedule, commercial, and utilization impacts of the pro-  
3 posed agreement.

4 **SEC. 8. FOREIGN CONTRACT LIMITATION.**

5       The National Aeronautics and Space Administration  
6 shall not enter into any agreement or contract with a for-  
7 eign government, for the provision by that government of  
8 goods and services, that grants the foreign government the  
9 right to recover profit in the event that the agreement or  
10 contract is terminated.

○