

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**THE UK SPACE AGENCY**

**AND**

**THE SOUTH AFRICAN NATIONAL SPACE AGENCY**

**REGARDING COLLABORATION IN CIVIL SPACE ACTIVITIES**

The United Kingdom Space Agency (hereinafter referred to as 'UK Space Agency') and the South African National Space Agency (hereinafter referred to as 'SANSA')

HAVING regard to the wishes of UK Space Agency and SANSA (hereinafter referred to as the 'Participants') to cooperate on space activities for their mutual benefit;

CONSIDERING the common interest of the United Kingdom and the Republic of South Africa in the use of space technologies for peaceful purposes;

RECOGNISING the advantages and benefits arising from international cooperation in the space field;

HAVE REACHED THE FOLLOWING UNDERSTANDINGS:

**1. Purpose**

1.1 The purpose of the present Memorandum of Understanding (hereinafter the 'Memorandum') is:



- a) to provide a framework for collaborative activities and for reviewing areas of common interest in the civil aspects of space;
- b) to facilitate the interchange of information, technology and personnel in areas of mutual interest;
- c) to nominate relevant points of contact for both Participants.

## **2. Fields of Cooperation**

2.1 Subject to the laws and regulations applicable to them, the Participants, through consultation, will decide upon the specific items and scope of cooperation within the framework of this Memorandum. Details of the proposed collaborative projects are as follows:

- a) SANSA will work with UK Space Agency to develop mutually beneficial sharing mechanisms for satellite data from future satellites where accessible to the agencies. Opportunities will be sought between the Participants to offer satellites to existing or planned satellite constellations;
- b) UK Space Agency will facilitate collaboration between the Satellite Applications Catapult of the UK and SANSA in the respect of image processing and satellite data exploitation, particularly for Synthetic Aperture Radar imaging missions;
- c) UK Space Agency will seek to provide SANSA access to NovaSAR satellite synthetic aperture radar data;
- d) SANSA and UK Space Agency will collaborate and share information on the use of space in applications related to climate change, particularly those regarding air quality in urban and rural environments, forest monitoring, flooding and the marine environment;



- e) SANSA and UK Space Agency will collaborate and share information in joint research projects on the development of space weather models and capability with the long-term goal of increasing the knowledge and user base for space weather applications;
- f) UK Space Agency will facilitate collaboration between SANSA and UK research institutions within the field of Space Science and Technology;
- g) UK Space Agency, along with the Department for Business Innovation and Skills, will seek to support academic and research relationships with South Africa related to space;
- h) SANSA and UK Space Agency will facilitate collaboration between South African and UK commercial space organisations to build commercial activities between the nations;
- i) UK Space Agency will facilitate discussions between South African and UK organisations to best plan respective infrastructure developments for space, for example ground data reception systems and manufacturing and test facilities.

2.2 Other areas of cooperation may be identified by joint decision of the Participants.

### **3. Intellectual Property and Financial Provisions**

3.1 Both Participants acknowledge that any activities undertaken through the Memorandum will:

- a) comply with all relevant export controls in force; and
- b) respect Intellectual Property rights and that the ownership of any Intellectual Property and copyrights owned by either Participant prior to the commencement of this Memorandum will be and remain vested with that Participant. It is specifically recorded that this Memorandum will not have the effect of transferring or creating any rights in or obligations to the Intellectual



Property rights of each of the Participants in favour of the other Participant. The Participants will stipulate the Intellectual Property provisions in the separate formal agreements applicable to each of the projects or areas of collaboration.

- 3.2 The Participants also acknowledge that the present Memorandum will place no financial or other commitment on either Government or Participant, and a separate formal agreement will be concluded by the Participants to give effect or implementation of the collaborative activities or projects to be undertaken by the Participants.

#### **4. Implementation**

- 4.1 The Participants will arrange meetings by joint decision to review progress on the implementation of the present Memorandum.

- 4.2 The persons nominated by the Participants as responsible for overseeing the implementation of the present Memorandum are as follows:

For UK Space Agency: Ms. Elizabeth Cox, International Relations Manager

For SANSA: Mrs Asanda Sangoni, Space and Stakeholder Liaison Specialist

or such other person notified to the other Participant.

#### **5. Notices and Domicilia**

- 5.1 Any notice necessitated by this Memorandum to be given by either Participant to the other will be in writing and be sent to the following addresses:



UK Space Agency: Dr David Parker  
Chief Executive  
Polaris House (Room C204)  
North Star Avenue  
Swindon  
United Kingdom, SN1 3LY

SANSA: Dr Sandile Malinga  
Chief Executive Officer  
Enterprise Building  
Mark Shuttleworth Street  
Innovation Hub  
Pretoria  
South Africa

## **6. Dispute Resolution**

- 6.1 In the event of any dispute arising from the Memorandum, the Participants will make every effort to settle such dispute amicably.
- 6.2 All issues in connection with the application of this MoU will be examined jointly by the Participants.
- 6.3 Any disputes concerning the interpretation or application of this MoU will be settled exclusively by diplomatic means between the Participants.

## **7. Confidential Information**

- 7.1 Each Participant is to treat as confidential, to the extent permitted under its national law, information provided by the other Participant in connection with cooperation under this MoU with a request for confidential treatment of that information. All the information and experience obtained or generated pursuant to this MoU will remain the property of the Participant which provided it but will be available for use by the receiving Participant. When not specifically required



by national law, neither Participant will divulge to third parties any confidential or proprietary information received under this MoU from the other Participant, without previous and specific consent of the Participant which supplied it.

## **8. Amendment**

8.1 The present Memorandum may be amended and augmented by joint decision of the Participants. The Participant wishing to make an amendment and augmentation will notify the other Participant in writing. Any amendment and augmentation will take effect when each Participant has notified the other Participant in writing of its consent to the amendment and augmentation.

## **9. Duration, Extension and Termination**

9.1 The present Memorandum will come into effect on the date of last signature and continue in operation for a period of five (5) years and on expiry of that initial period may be extended for a further period to be decided upon by the Participants until terminated at any time during the duration of the Memorandum by either Participant giving six months' written notice to the other.

Signed in duplicate in Pretoria, South Africa on 16 July 2015 in the English language.

For  
The UK Space Agency



Sir Mark Walport  
Government Chief Scientific Adviser

For  
The South African National Space  
Agency (SANSA)



Dr. Sandile Malinga  
Chief Executive Officer