MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNITED KINGDOM SPACE AGENCY
AND
NATIONAL INSTITUTE OF AERONAUTICS AND SPACE
OF THE REPUBLIC OF INDONESIA
REGARDING
COLLABORATION IN CIVIL SPACE ACTIVITIES

This Memorandum of Understanding (hereinafter referred to as “MoU”) is made and entered into by and between the United Kingdom Space Agency (hereinafter referred to as “UK Space Agency”) and National Institute of Aeronautics and Space of the Republic of Indonesia (hereinafter referred to as “LAPAN”);

The UK Space Agency and LAPAN herinafter are referred to collectively as “the Participants” and individually as “the Participant”;

HAVING regard to the wishes of the UK Space Agency and LAPAN to cooperate on space activities for their mutual benefit;

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

RECOGNISING the advantages and benefits arising from international cooperation in the space field;
REFERRING to the Agreement between the Government of the Republic of Indonesia and the Government of the United Kingdom of Great Britain and Northern Ireland on Scientific and Technological Cooperation, signed in London on 10 July 1985;

TAKING INTO ACCOUNT the Memorandum of Understanding between National Institute of Aeronautics and Space of the Republic of Indonesia and the United Kingdom Space Agency regarding Cooperation on Space Activities for Their Mutual Benefit, signed in Jakarta, Indonesia on 1 February 2011;

PURSUANT to the prevailing laws and regulations of the respective Countries;

HAVE REACHED the following understandings:

SECTION 1
OBJECTIVES

1. The objectives of this MoU are:
   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.

SECTION 2
AREAS AND FORMS OF COOPERATION

1. Cooperation pursuant to this MoU will be carried out in the area of space technologies, space-based systems and space science, as well as their applications and infrastructure.
2. In order to implement the areas of cooperation stipulated in para 1, the Participants will carry out the following:
   a) Joint development and research;
   b) Sharing and utilization of data from existing or future remote sensing satellites;
   c) Collaboration and sharing of information on the use of space applications;
   d) Support academic and research relationships;
   e) Build commercial activities;
   f) Capacity building including training, expert consultation and exchanges of personnel, as well as conducting workshops, seminars or conferences.

3. Additional areas and forms of cooperation may be determined by mutual consent of the Participants.

SECTION 3
IMPLEMENTING ARRANGEMENTS

1. A detailed description of activities will be defined in implementing arrangements. The Implementing Arrangements will be drawn up and decided upon in writing by the Participants.

2. Such Implementing Arrangements will contain a schedule, budget, equipment, executing team, reporting and evaluation of the activity, and other matters related to the activities approved by both Participants.
SECTION 4
FUNDING

1. The ability of the Participants to carry out their respective responsibilities is subject to their respective funding procedures and the availability of appropriate funds.

SECTION 5
POINT OF CONTACT

1. Any contact or correspondence pertaining to this MoU will be addressed to the point of contact in charge as given below:

For UK Space Agency: International Relations Manager
Ms. Elizabeth Cox
Polaris House (Room C204), North Star Avenue
Swindon, Wiltshire, UK, SN2 1UH
Phone/fax: +44 (0)1793 418059

For LAPAN: Director of Cooperation and Public Relation Bureau
Agus Hidayat
Jln. Pemuda, Persil No.1, Rawamangun
Jakarta 13220 Indonesia
Phone/Fax: +62 21 4892802 / +62 21 47882726

2. Notification of any changes with respect to one Participant's point of contact must be made in writing promptly and without delay to the other Participant's point of contact.

SECTION 6
INTELLECTUAL PROPERTY RIGHTS

1. Any Intellectual Property rights brought by one of the Participants for the implementation of this MoU will remain the property of that Participant. However, that Participant will represent and warrant that the Intellectual
Property right is not resulting from the infringement of any third participant's right. Further, that Participant will be liable for any claim made by any third participant on the ownership and legality of the use of the Intellectual Property right which is brought in by the aforementioned Participant of the implementation of this MoU.

2. Any Intellectual Property right, data and information resulting from the activities conducted under this MoU will be jointly owned by both Participants, and both Participants will be allowed to use such property for non-commercial purposes free of royalty. Should the Intellectual Property right, data and information resulting from the activities under this MoU be used for commercial purposes by one Participant, the other Participant will be entitled to a share of the royalties obtained from the exploitation of such property on this basis of the principle of equitable contribution.

3. The termination of this MoU will not affect the benefit and/or commitments under this Section.

SECTION 7
CONFIDENTIALITY

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 the respective national law, neither Participant will divulge to third participants any confidential or proprietary information under this MoU without previous and specific consent from the other Participant.
2. The termination of this MoU will not affect the benefit and/or commitments under this Section.

SECTION 8
LIABILITY

1. The Participants will not make any claim against each other with respect to injury or death of their employee or employees of their related entities, or with respect to damage or loss of their property. This Section will not relieve any person from liability resulting from negligence, criminal acts or willful misconduct on the part of that person.

SECTION 9
CUSTOMS CLEARANCE AND TAXES

1. Each Participant will seek to apply any potential reliefs or waivers of applicable duties and taxes for equipment and related goods necessary for the execution of this MoU in respect to the current legislation. Any frontier clearances and customs declarations may then benefit from the best facilitation that can be applied, in relation to each Participant's operational controls by their Customs Authorities, providing each Participant sends adequate pre-notification and/or authorisation on consignments destined for delivery to the other Participant. In the event that any fees and/or taxes of any kind are levied by the Governments of the Participants on any of the equipment and related goods for the execution of this MoU after not being granted the necessary reliefs or waivers of any applied duties and taxes, any such customs duties, fees and/or other taxes will be borne by the Participant who exported that consignment of equipment and related goods necessary for the execution of this MoU. All such arrangements will be reciprocal in accordance with the respective laws and regulations of the Participants' governments and any international laws and agreements the Participants' governments are already subject to.
SECTION 10
SETTLEMENT OF DIFFERENCES

1. Any dispute, controversy or difference to the interpretation of this MoU will be settled amicably by mutual consultation and negotiation between the Participants.

SECTION 11
AMENDMENT

1. This MoU may be amended at any time by mutual written consent of the Participants. Such amendments will come into effect on such date as may be determined by the Participants and will be an integral part of this MoU.

SECTION 12
COMMENCEMENT AND TERMINATION

1. This MoU will come into effect upon signature by both Participants and be valid for the duration of 5 (five) years. This MoU may be extended for a period of 5 (five) years by mutual written consent not later than 1 (one) month prior to the expiry of this MoU.

2. This MoU may be terminated by either Participant, subject to written notice of at least 6 (six) months in advance. The termination of this MoU will not affect the benefit and/or commitments under this Section as well as the completion of the activities concluded under this MoU.

The foregoing record represents the understandings reached between the Participants upon the matters referred to therein.
Signed in Jakarta on 27 July 2015 in two originals in the English and Indonesian languages, both texts having equal validity. In case of any divergent of interpretation of this MoU, the English text will prevail.

FOR UK Space Agency

Lord Maude of Horsham
Minister of State for Trade and Investment, Department of Business, Innovation, and Skills, and the Foreign and Commonwealth Office

FOR LAPAN

Mohamad Nasir
Minister for Research, Technology, and Higher Education