

Outer Space Act 1986

SPACE ACTIVITY LICENCE

**THE SECRETARY OF STATE FOR BUSINESS, ENERGY
& INDUSTRIAL STRATEGY**

and

[LICENSEE]

Date: _____

Licence granted under the Outer Space Act 1986 by

(1) The Secretary of State for Business, Energy & Industrial Strategy, whose principal office is at 1 Victoria Street, London, SW1H 0ET (“the Secretary of State”)

to

(2) [Licensee], a company incorporated in the UK under no. [xxx], whose registered office is at [Licensee’s registered address] (“the Licensee”).

RECITALS

(1) The Licensee wishes to carry out activities which require the grant of a licence pursuant to sections 4 and 5 of the Outer Space Act 1986.

(2) The Licensee, being a person to which the Outer Space Act 1986 applies, by virtue of section 10 indemnifies Her Majesty’s Government in the United Kingdom against any claims brought against the government in respect of damage or loss arising out of activities carried on by the Licensee to which the Act applies, subject to the limit set out in Clause 7.2 in respect of the Licensed Activities.

1. Grant of Licence

1.1 In exercise of the powers conferred by the Act, the Secretary of State hereby GRANTS the Licensee a licence to carry out the Licensed Activities in relation to the Satellite subject to the following Terms and Conditions.

1.2 The Licence is granted on the date stated at the head of this Licence but does not come into effect until Condition 3.1 has been complied with and the Effective Event takes place.

1.3 The grant of this Licence shall not be construed as a waiver by the Secretary of State of any failure on the part of the Licensee to comply with any Condition prior to date of grant.

1.4 The grant of this Licence does not in any way imply that the Secretary of State will grant the Licensee any further licence in respect of the Satellite or a licence in relation to any other space object for which the Licensee may seek a licence in the future.

2. Interpretation, Etc

2.1 In this Licence:

2.1.1 “Act” means the Outer Space Act 1986;

2.1.2 “Condition” means any term or provision of this Licence;

2.1.3 “Effective Event” means the Launch;

2.1.4 “Insurance Policy” means the insurance policy certificate and the insurance policy documents containing all terms and conditions taken out by or on behalf of the Licensee to comply with the obligations imposed by this Licence and referred to in Condition 6.2;

2.1.5 “Launch” means the point in time when an electronic signal is sent to command the opening of any launcher first stage propellant valves;

2.1.6 “Licence” means this licence granted under Condition 1.1.

2.1.7 “Licensed Activities” means:

- a) procuring from [launch service provider] a service comprising the launch and deployment into geo-stationary orbit of the Satellite and;
- b) operation of the Satellite.

2.1.8 “Satellite” means the satellite known as [satellite name];

2.1.9 “Secretary of State” means the Secretary of State acting in his official capacity or through his officials as appropriate.

2.2 Except where the context otherwise requires, words and expressions used in this Licence have the same meaning as they have in the Act.

2.3 The Interpretation Act 1978 applies to this Licence as it applies to an Act of Parliament.

2.4 The recitals to this Licence are an integral part of this Licence.

3. Conditions Precedent

3.1 This Licence shall not come into effect unless:

3.1.1 the Licensee has notified the Secretary of State of the proposed date and location of the Launch;

3.1.2 the Licensee has provided the Secretary of State with full information at least 14 days before the Launch (or such lesser number of days before the Launch as the Secretary of State may agree) as to:

3.1.2.1 calculated payload fairing impact points; and

3.1.2.2 the orbital location and the basic orbital parameters, including nodal period, inclination, apogee and perigee of the Satellite;

3.1.3 the Secretary of State has agreed in writing to the matters referred to in Conditions 3.1.1 and 3.1.2;

3.1.4 the Licensee has taken out valid and enforceable insurance against all liabilities that may arise in respect of damage or loss suffered by third parties in the United Kingdom or elsewhere as a result of the Licensed Activities and, immediately before the Launch, no circumstances exist entitling the insurer to repudiate or disclaim liability;

3.1.5 the Licensee has provided the Secretary of State with the Insurance Policy taken out under Condition 3.1.4;

3.1.6 the Secretary of State has reviewed, assessed and approved the Insurance Policy with the assistance of such advisers as the Secretary of State may consult either within Her Majesty's Government or external to Her Majesty's Government or both;

3.1.7 the Secretary of State has given prior written consent to any amendments to the Insurance Policy; and

3.1.8 the Effective Event takes place before the first anniversary of the date of this Licence.

4. Conduct of Licensed Activities

4.1 The Licensee shall conduct the Licensed Activities in a proper manner and in accordance with best practice in the space industry and in compliance with the laws of the United Kingdom and any other applicable law, including the obligations of the United Kingdom under international law, and in particular the Licensee shall not:

4.1.1 cause or in any way be party to any actions or defaults which may give rise to liabilities on the part of the United Kingdom under international law; or

4.1.2 prejudice in any way the national security of the United Kingdom.

4.2 The Licensee will take all reasonable steps necessary to ensure that the Licensed Activities and positioning of the Satellite conform with the information provided pursuant to Condition 3.1.2. and agreed pursuant to Condition 3.1.3.

4.3 The Licensee shall not, without the prior written approval of the Secretary of State:

4.3.1 redeploy the Satellite from the orbital location provided pursuant to Condition 3.1.2 and agreed pursuant to Condition 3.1.3; or

4.3.2 physically dispose of the Satellite or of the payload (or any part thereof); or

4.3.3 allow any other person in the United Kingdom or elsewhere to operate the Satellite; or

4.3.4 transfer the operation of the Satellite to any other person in the United Kingdom or elsewhere.

5. Records and Inspection Etc

5.1 The Licensee shall keep, at its registered office address (or at such other address within the United Kingdom as is notified to the Secretary of State), all records required by law, all proper technical records and all proper commercial records so far as relevant to the Licensed Activities, including such written records as are necessary to enable the Licensee's compliance with the Act and with the provisions of this Licence to be verified.

5.2 The Licensee shall within seven business days (or such other period as may be agreed by the Secretary of State) of any request by the Secretary of State, provide the following:

5.2.1 information in writing as to the nature, conduct, location and results of the Licensed Activities;

5.2.2 the Licensee's current estimate in writing of the remaining working life of the Satellite; and

5.2.3 such information as the Secretary of State may reasonably require to enable the Secretary of State to determine whether or not any other person is carrying on activities to which the Act applies.

5.3 The Secretary of State may at any time, with reasonable notice, inspect any facilities relating to the Satellite or the Licensed Activities and documents or records in the possession custody or power of the Licensee which relate to the Satellite or the Licensed Activities and any documents or records relating to information requested pursuant to this Licence.

5.4 The Licensee shall, if requested so to do, use its best endeavours to obtain access for the Secretary of State to inspect any facilities, documents or records relating to the Satellite or the Licensed Activities not in the Licensee's direct ownership, possession, custody or power as the Secretary of State may specify by notice in writing to the Licensee.

5.5 The Secretary of State may take copies of any documents or records inspected under this Licence.

5.6 Information contained within documents or records belonging to the Licensee shall be kept confidential and not disclosed to a third party except in connection with

the discharge of the Secretary of State's duties under the Act or otherwise as required by law.

6. Insurance

6.1 The Licensee shall continue to insure itself against all liabilities that may arise in respect of damage or loss suffered by third parties in the United Kingdom or elsewhere as a result of the Licensed Activities.

6.2 Condition 3.1.4 and (subject to Condition 6.3) Condition 6.1 shall be satisfied by:

The policy of insurance issued by [insurance company], Policy Number [xxx] under which [Licensee] and its subsidiary companies are the Policyholders and the Licensee and Her Majesty's Government in the United Kingdom are Insured Parties as evidenced by the policy and signed copy of the original Insurance Certificate the Licensee supplied to the UK Space Agency on [date].

6.3 If the Satellite does not reach its planned orbit as notified to the Secretary of State in accordance with Condition 3.1.2, the Secretary of State may require the Licensee to make additional insurance arrangements to comply with Condition 6.1.

6.4 The Licensee shall provide a copy of the Insurance Policy to the Secretary of State upon demand together with evidence of payment of the premiums in respect of such policy.

6.5 The Licensee agrees that the Secretary of State may at any time consult advisers on the Insurance Policy on a confidential basis either within Her Majesty's Government or external to Her Majesty's Government or both and the Licensee agrees that such advice may be sought by the Secretary of State without the need for the Secretary of State or such advisers to agree a non-disclosure agreement with the Licensee.

6.6 The Licensee shall not vary terms and conditions of the Insurance Policy relating to the Licensed Activities or cancel the Insurance Policy without the prior written consent of the Secretary of State.

6.7 The Licensee shall immediately notify the Secretary of State of any event or other occurrence which is likely to give rise to a claim under the Insurance Policy.

6.8 The Licensee shall take all necessary action to ensure that the Insurance Policy continues in force and is valid and enforceable, and the Licensee shall do nothing that would enable the insurer to avoid any such policy.

7. Additional Conditions including Indemnities

7.1 It is a Condition that:

7.1.1 the Licensee has full corporate power and has taken all necessary corporate action to enable it to perform its obligations under this Licence;

7.1.2 the Licensee's application for a licence, its carrying on of the Licensed Activities and the performance of its obligations under this Licence and the Act will not to the best of its knowledge, information and belief constitute any breach or default under or in respect of any contractual, governmental or public obligation binding upon it at the date of this Licence;

7.1.3 the Licensee is not engaged in any litigation or arbitration proceedings which might have a materially adverse effect upon its capacity or ability to perform its obligations under this Licence and to the best of its knowledge, information and belief the Licensee has no cause to consider that any such legal or arbitration proceedings are about to commence; and

7.1.4 that there is and continues to be in place a duly executed guarantee from [Parent Company] (or, if there is a change of ownership or control of the Licensees and the Secretary of State so requires, from such successor or parent entity or person as the Secretary of State may stipulate) in favour of the Secretary of State and Her Majesty's Government in respect of the Licensees' obligations under this Licence and the Act.

7.2 The Licensee indemnifies the Secretary of State up to a maximum amount of [€ million] in respect of any claims brought against Her Majesty's Government in the United Kingdom in respect of damage or loss arising out of the Licensed Activities.

7.3 Where, as a result of a breach of a Condition by the Licensee, the Secretary of State incurs costs and expenses in connection with remedying the breach or enforcing compliance by the Licensee with the Condition, the Licensee shall indemnify the Secretary of State in respect of any such costs and expenses, including legal costs (calculated on a full indemnity basis), court costs, fees and expenses and all other professional costs, fees and expenses.

7.4 The Licensee shall afford all reasonable assistance, co-operation and compliance as may be requested or required by the Secretary of State in the exercise of the Secretary of State's functions under this Licence or the Act.

8. Term

8.1 The Licence shall terminate:

8.1.1 when the Licensed Activities have been completed and the Satellite positioned to the satisfaction of the Secretary of State; or

8.1.2 on revocation by the Secretary of State under the Act (*inter alia*, because it appears to him that a Condition has not been complied with).

8.2 The termination of this Licence for whatever reason shall not affect the obligations of the Licensee under its provisions.

Signed for and on behalf
of the Secretary of State:

Signed: _____

Name: _____

Position: _____

Signed for and on behalf
of the Licensee:

Signed: _____

Name: _____

Position: _____