

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE UNITED KINGDOM SPACE AGENCY

AND

THE UNITED ARAB EMIRATES SPACE
AGENCY

REGARDING COOPERATION IN THE
EXPLORATION AND USE OF SPACE FOR
PEACEFUL PURPOSES

The United Kingdom Space Agency (hereinafter referred to as "UK Space Agency"), an executive agency of the Department for Business, Innovation and Skills since 1 April 2011, with its headquarters located in Polaris House, North Star Avenue, Swindon, Wiltshire, UK, and represented by its Chief Executive,

and

The United Arab Emirates Space Agency (hereinafter referred to as "UAE Space Agency"), a governmental agency established under the provisions of the Federal Decree Law No. (1) dated 6th of August 2014, with its headquarters located in Abu Dhabi, its address is P.O. Box 7133, Abu Dhabi, UAE, and is represented by its Chairman of the Board of Directors;

HAVING regard to the wishes of UK Space Agency and UAE Space Agency (hereinafter individually referred to as the "Participant" or collectively as the "Participants") to cooperate on Space activities for their mutual benefit;

CONSIDERING their common interest in the use and application of Space for peaceful purposes;

RECOGNISING the positive contribution that cooperation in Space science, research, technology, services, and applications will bring to promoting relationships and partnerships between their States, their respective industry organisations, as well as academic and research institutions;

TAKING INTO ACCOUNT their mutual interest to start bilateral cooperation in the areas set out in Section 2 below;

HAVE REACHED THE FOLLOWING UNDERSTANDINGS:

SECTION 1

Purpose

The purpose of this Memorandum of Understanding (MoU) is to:

1. Establish a framework for cooperation between the Participants relating to the exploration and use of Space for peaceful purposes;
2. Based on reasonable efforts, promote and organise the exchange of information and expertise, as well as cooperative activities, between the Participants in exploring and using Space for peaceful purposes;
3. Facilitate the exchange of personnel to set up closer links between the Participants.

SECTION 2

Areas of Cooperation

Subject to the laws and regulations applicable to them, the Participants, through consultation, will decide upon the specific items of cooperation within the framework of this MoU. The proposed collaborative activities are as follow:

1. Participants will facilitate collaboration as appropriate, including the exchange of information and expertise, in the UK and UAE space sectors, including:
 - a. Space science, technology and applications;
 - b. Exchange views on space policy, law and regulation;
 - c. Human capital development in the space field and related areas.
2. Participants will jointly identify suitable projects of common interest that can be supported and developed in both countries. Other areas of cooperation may be identified by mutual consent of the Participants.

SECTION 3

Modalities of Implementation

1. In order to pursue cooperative programmes in the areas of common interest referred to in Section 2 above, the Participants will negotiate and conclude a specific “Cooperation Arrangement” for each separate cooperative activity. Each “Cooperation Arrangement” will set out the nature and scope of that specific cooperative programme, the come into effect and duration of that arrangement, the point of contact, the roles and responsibilities of the Participants, the financial arrangements, the rules governing intellectual property, publication of results and announcement of outcome, the detailed provisions for the exchange of data and goods, confidentiality arrangements and any other provision that the Participants may deem necessary to carry out the cooperative programmes.
2. The Participants may establish joint working groups to examine and define proposals for joint programmes in the areas decided upon by the Participants.
3. The bilateral cooperation may also be extended through the:
 - a. Exchange of experts to participate in joint studies, research and activities for technical, operational, and regulatory aspects related to space;
 - b. Holding of joint conferences and symposia;
 - c. Promotion of the use of products and services developed under the Participants' programmes;
 - d. Promotion of educational activities in space science and technology;
 - e. Promotion of collaboration between the two countries' institutes and industries acting in the space sector.

SECTION 4

Association of Third Parties' Partners

1. The Participants may jointly decide to associate third party partners to the cooperative activities carried out under a Cooperation Arrangement.

SECTION 5

Financial Provisions

1. The present MoU will not involve any exchange of funds or payments between the Participants.
2. Unless otherwise decided, each Participant will bear the costs associated with its respective responsibilities under this MoU, including travel and subsistence of its own personnel and transportation of all equipment and other items for which it is responsible. Furthermore, it is understood that each Participant's commitments are subject to the availability of appropriated funds and their respective funding procedures.
3. Should any Participant encounter budgetary problems that may affect the activities to be carried out under this MoU, it will inform and consult with the other Participant in good faith as soon as possible.

SECTION 6

Communication, Status Review and Consultations

1. In order to facilitate communication and coordination efforts under this MoU, the Participants hereby designate their respective representatives as points of contact:

For UK Space Agency:

Chris Lee, Head of International Space Policy, UK Space Agency
E-mail: chris.lee@ukspaceagency.bis.gsi.gov.uk

For UAE Space Agency:

Hamad Al Mutawa, Head of Strategic Partnerships, UAE Space Agency
Email: H.AIMutawa@space.gov.ae

2. The Participants will notify each other in writing as soon as any modification or update is made to the above designated points of contact.
3. In order to monitor the effectiveness and applicability of the present MoU and examine proposals relating to plans for cooperation, the Participants will hold annual consultations, at the senior management level.

SECTION 7

Liability

1. With regard to the activities undertaken pursuant to this MoU, or any resulting "Cooperation Arrangement", neither Participant will make any claim against the other Participant or the other Participant's Related Entities (e.g. contractors, subcontractors, etc.), with respect to damage of any kind or loss of its own property or property of its Related Entities or with respect to injury or death of its own employees or employees of its Related Entities, whether such damage or loss arises through negligence or otherwise, except in the case of gross negligence and willful misconduct.

2. In addition, each Participant will extend the cross-waiver of liability above to its own Related Entities by requiring them, by contract or otherwise, to waive all claims against the other Participant, Related Entities of the other Participant and employees of the other Participant or of its Related Entities for damage, loss, injury or death arising from, or related to, activities undertaken pursuant to this MoU.
3. Notwithstanding the above, this cross-waiver of liability will not be applicable to:
 - a. Claims between a Participant and its own Related Entity or between its own Related Entities;
 - b. Claims relating to Intellectual Property right;
 - c. Claims made by a natural person, his/her estate, survivors, or subrogees for injury or death of such natural persons;
 - d. Claims for injury or death caused by negligence.

SECTION 8 Confidentiality and Public Release of Information

1. The contents of this MoU and the details of any discussions and negotiations between the Participants will remain strictly confidential. No Participants will make any disclosure of the contents of this MoU without the prior written consent of the other Participant (save to the extent required by any applicable law or regulatory authority in which case the Participants will consult each other as to the nature and content of any disclosure).
2. The Participants will coordinate together in advance concerning the public release of information that relates to the activities under the present MoU. Appropriate written acknowledgment will be made by both Participants of their respective roles in such activities.

SECTION 9 Settlement of Disputes

1. The Participants undertake to settle amicably any dispute arising out or related to the interpretation or application of the present MoU by consultations at the appropriate management level of the Participants.
2. If the management level referred to above is unable to reach a resolution, the dispute will then be referred to the Participants' highest executive authority for final resolution.

SECTION 10 Come into Effect, Duration, Termination, Amendment

1. The present MoU will come into effect on the date of its signature by both Participants and will remain in effect for a period of five (5) years. It will then be automatically extended for additional periods of five (5) years each, unless terminated by either of the Participants

giving at least six (6) months written notification to the other Participant of its intention to terminate the MoU.

- a. The present MoU may be amended upon mutual written consent of the Participants.
- b. The termination of the present MoU will not affect the benefits and commitments of each Participant under Sections 7 (Liability), 8 (Confidentiality and Public Release of Information), and 9 (Settlement of Disputes), unless otherwise jointly decided by the Participants.
- c. In case of expiration or termination of the present MoU, the provisions of the latter will continue to be applicable to Cooperation Arrangements still in effect and which were signed during the period of validity of this MoU, unless otherwise agreed by the Participants.
- d. Unless the Participants agree otherwise in writing, the termination of this MoU is without prejudice to specific joint programmes and projects already decided upon by the Participants on the basis of this MoU, which will remain in effect until completed as planned and approved.

SECTION 11

1. This MoU will be without prejudice to the cooperation of either Participant with other States, Space Agencies or any other entity.

The foregoing record represents the understandings reached between the Participants upon the matters referred to therein.

Signed in duplicate at Harwell, UK on 23 February 2016 in the English and Arabic languages, both texts being equally valid and in the event of inconsistencies, the English language will prevail.

In witness thereof, the below authorised signatories have signed this MoU

For
the **UK Space Agency**:



Dr. David Parker
Chief Executive

For
the **UAE Space Agency**:



Dr. Khalifa Mohammed Al Rumaithi
Chairman of the Board of Directors