

Memorandum of Understanding (MOU)

between

the United Kingdom Space Agency

and

the Agenzia Spaziale Italiana

relevant to space cooperation for peaceful purposes

INTRODUCTION

The United Kingdom Space Agency (hereinafter referred to as 'the UK Space Agency') is an Executive Agency of the Secretary of State for Business, Education and Skills, and its principal office is at Polaris House, North Star Avenue, Swindon, Wiltshire, SN2 1SZ, represented by its Chief Executive, Dr. David Parker,

on the one side and

the Agenzia Spaziale Italiana, hereinafter referred to as "ASI", is a public entity under the supervision of the Ministry of University and Scientific Research, and its registered headquarters are in Via del Politecnico snc, 00133 Roma, Italy, represented by its President, Prof. Roberto Battiston,

on the other side

hereinafter collectively referred to as the 'Participants' and separately as 'a Participant',

CONSIDERING the provisions of the Treaty on Principles Governing the activities of States in the Exploration and Use of Outer Space, including the Moon and other Celestial Bodies of January of 1967 and of other multilateral treaties and agreements on the exploration and use of outer space to which both the Governments of the Italian Republic and of the United Kingdom are Parties;

WHEREAS the UK Space Agency is responsible for ensuring that the UK retains and grows a strategic capability in the space-based systems, technologies, science and applications;

WHEREAS ASI has the institutional task of defining, coordinating and managing national space programs and the Italian participation to European and international space projects, as well as that of promoting, developing and spreading scientific and technological research in the space and aerospace sector;

RECOGNISING the importance and successful development of space technology and applications;

EXPRESSING their desire to develop the organisational basis and effective forms of bilateral cooperation in the field of space technology and its applications for mutual benefits of both Participants;

THE PARTICIPANTS DECIDE AS FOLLOWS:

SECTION I SCOPE OF ACTIVITIES

The purpose of the present Memorandum of Understanding (hereinafter also referred to as the 'MOU' or 'Memorandum') is to define the terms and conditions for the cooperation between the Participants in the field of exploration and use of outer space for peaceful purposes.

Activities under this MOU will be undertaken in accordance with the applicable national laws, regulations, and international commitments of each Participant.

SECTION II AREAS OF COOPERATION

In the framework of the present MOU, the Participants will explore the possibility of implementing cooperative projects in the following areas:

- a) Space science and technology;
- b) Earth observation, research and applications, in particular environmental monitoring, space geodesy and disaster management;
- c) Space communications, navigation and positioning application and services;
- d) Education and training;
- e) Holding of joint workshops and Symposia.

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

SECTION III IMPLEMENTATION OF THE MOU

Any activities undertaken by either Participant through the MOU will:

- a) comply with all relevant export controls in force in their respective countries; and
- b) note that the approval of export licences will be on a case-by-case basis.

In order to carry out cooperative projects within this MOU, the Participants will conclude specific Implementing Arrangements. Each Implementing Arrangement will set out the roles and

responsibilities of the Participants, the financial arrangements, the rules governing intellectual property, publication of projects' results, confidentiality of information, provisions for the exchange of data and goods and any other provision that the Participants may deem necessary.

In order to discuss and review the status of the cooperation under this Memorandum and any new cooperative opportunity, the Participants will organize meetings by mutual arrangement to review progress on the implementation of the present Memorandum. The Participants will nominate within 15 working days from its signature, the names of the persons responsible for overseeing the implementation of the present Memorandum.

or such other person notified in writing to the other Participant.

SECTION IV FINANCIAL PROVISIONS

Each Participant will bear the costs of discharging its respective responsibilities under this MOU, including travel and subsistence of its own personnel. Cooperative activities under this MOU will be subject to the availability of personnel, funds and the other necessary resources. This MOU will not be construed to commit any particular expenditures or commitment of resources or personnel.

SECTION V INTELLECTUAL PROPERTY

Unless otherwise decided in writing by the Participants in the Implementing Arrangement as referred to in Section III above, the following provisions will apply to the cooperation activities developed in execution of this MOU.

- a) Nothing in this MOU will be construed as granting, either expressly or by implication, to the other Participant any Intellectual Property rights related to, or interest in, any innovation or work of a Participant or its related entities (contractors or subcontractors) made prior to the entry into effect of, or outside the scope of this MOU;
- b) Any Intellectual Property rights related to, or interest in, any innovation or work made in the performance of this MOU solely by one Participant or any of its related entities will be owned by such Participant or its related entities. Allocation of Intellectual Property rights between such Participant and its related entities will be determined by such Participant's rules, legislation and applicable contractual commitments;
- c) It is not anticipated that there will be any joint innovation or work made in the performance of this MOU. Nevertheless, in the event that an innovation or work is jointly made by the Participants in the performance of this MOU, the Participants will, in good faith, consult with a view to deciding on:



- i) the allocation of Intellectual Property rights related to, or interest in, such joint innovation or work;
- ii) the responsibilities, costs, and actions to be taken to establish and maintain Intellectual Property rights; and
- iii) the terms and conditions of any license or other Intellectual Property rights to be exchanged between the Participants or granted by one Participant to the other Participant.

SECTION VI CROSS WAIVER OF LIABILITY

With regard to the activities undertaken pursuant to this MOU, 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 injury or death of its own employees or employees of its Related Entities, or with respect to damage of any kind or loss of its own property or property of its Related Entities, whether such injury or death, damage or loss arises through negligence or otherwise, except in the case of gross negligence and wilful misconduct.

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 injury or death, damage, or loss arising from, or related to, activities undertaken pursuant to this MOU.

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 made by a natural person, his/her estate, survivors, or subrogees for injury or death of such natural persons,
- c) Intellectual property right claims.

This cross-waiver of liability will not apply to performance of the Participants' commitments under this MOU.

SECTION VII SETTLEMENT OF DISPUTES

The Participants will seek to settle amicably by negotiations at the appropriate management level any dispute, controversy or claim arising out or related to the interpretation or application of the present MOU.

In the event the management level referred to above is unable to reach a resolution, the dispute will be referred to the Participants' Legal Representatives or their designees, for joint resolution.



**SECTION VIII
PUBLIC INFORMATION ACTIVITIES**

The Participants will coordinate the release of public information relevant to the cooperation activities performed under this MOU.

**SECTION IX
AMENDMENTS**

This MOU may be amended at any time by written consent of the Participants.

**SECTION IX
ENTRY INTO EFFECT, DURATION AND TERMINATION**

This MOU will enter into effect on the date of its signature of both Participants and will remain in effect for a period of five (5) years.

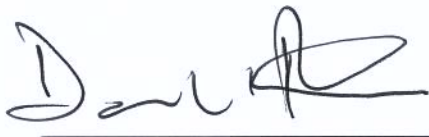
Upon expiration hereof, the MOU will be automatically extended for subsequent one (1) year periods, unless terminated under Section IX.3 below.

This MOU may be terminated at any time by giving written notification to the other Participant at least three (3) months prior to the date of termination. The termination of the MOU will not affect the validity and ongoing activities under the specific Implementing Arrangements, as referred to in Section III above, at the moment of expiration or notice about termination of this MOU, except as otherwise decided in writing by the Participants.

Signed in two originals in ^{Luxembourg} ✓ on ... in the English language

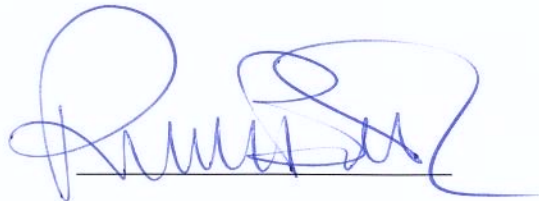
2/12/2014

For the UK Space Agency:



Dr. David Parker
Chief Executive

For ASI:



Prof. Roberto Battiston
President