

Framework Arrangement

between

The United Kingdom Space Agency

and

Centre National d'Etudes Spatiales

for

reinforced cooperation in space activities

The United Kingdom Space Agency (hereinafter referred to as 'UK Space Agency'), an executive agency of the Department for Business Innovation and Skills, established on 1 April 2011, represented by Dr. David PARKER, its Chief Executive,

and

The Centre National d'Etudes Spatiales (hereinafter referred to as 'CNES'), a French scientific and technical public establishment of industrial and commercial nature, established under the provisions of the Act 61-1382 dated 19 December 1961, and governed by the provisions of Articles L. 331-1 to L. 331-8 of the French Research code, represented by M. Jean-Yves LE GALL, its President,

Hereinafter referred to collectively as the 'Participants' or individually as a 'Participant',

RECOGNISING their common interest in the use of outer space for peaceful purposes;

RECALLING that the Participants have already entered into fruitful cooperation in the field of the use of outer space for peaceful purposes in the framework of the European Space Agency's (hereinafter referred to as 'ESA') programmes;

ACKNOWLEDGING the increasing need of space technologies and applications to better understand our planet and to preserve its future;

WISHING:

- to gradually reinforce their working relationship, in particular by promoting the implementation of bilateral cooperation, and
- to contribute to consolidate the European space ambition supported by ESA and the European Union (hereinafter referred to as 'EU');

DESIRING to establish an overall legal framework to be considered as applicable for future cooperation arrangements between the Participants;

HAVE REACHED THE FOLLOWING UNDERSTANDINGS:

Paragraph I – Purpose and scope

1. The purpose of this Arrangement is to create favourable conditions for gradually reinforcing the cooperation between the Participants in the field of space activities for peaceful purposes.
2. This Arrangement provides the global framework for any subsequent specific arrangement to be entered into between the Participants.
3. The Participants explicitly accept that the basis for this Arrangement is for each Participant to make its best efforts. It will be performed according to the laws, regulations and international commitments in force respectively in France and the United Kingdom, on a fair and reciprocal basis and on a non-exchange of funds basis, while duly taking into account the interests of both Participants.
4. Any activities undertaken by Participants under this Arrangement will comply with all relevant export controls in force in their respective countries. The approval of export licences will be on a case-by-case basis.

Paragraph II – Definition

1. The following definition will apply to the present Arrangement and to any Implementing Arrangement unless otherwise decided in writing in the Implementing Arrangement:

The term 'Related Entity' means:

- a) a contractor, subcontractor, cooperating entity or sponsored entity of a Participant at any tier;
 - b) a user or customer of a Participant at any tier;
 - c) a contractor or subcontractor of a user or customer or cooperating entity or sponsored entity of a Participant at any tier.
2. The term 'Related Entity' may also apply to an international organisation or agency or institution of a state having the same relationship to a Participant as described in a) to c) above or otherwise engaged in activities implemented in the framework of an Implementing Arrangement.

Paragraph III - Fields of cooperation

1. The Participants may conduct cooperative activities within the framework of the present Arrangement in the following domains:

- Earth observation;
- Telecommunications;
- Space weather;
- Research and Technologies in the space field.

2. The following collaborative projects have already been approved by the Participants:

IASI-NG: IASI-NG mission is part of EPS-SG (EUMETSAT Polar System-Second Generation) mission as the Infra-red Atmospheric Sounding mission (IAS). The IASI-New Generation instrument with significant performances improvement, will ensure the continuity of the IASI program for operational meteorology, climate monitoring and characterization of atmospheric composition related to climate, atmospheric chemistry and environment;

SWOT: Mission based on interferometric altimetry will provide a quantum improvement for oceanography and hydrology: oceanography: first global determination of the ocean circulation, kinetic energy and dissipation at high resolution - hydrology: first global inventory of fresh water storage and its change on a global basis. It will address two key issues facing a warming planet, the variability of fresh water resources and the capacity of ocean circulation in regulating the rate of warming. It will set the standard for future operational altimetry missions.

Mission and early technologies joint studies and development.

3. The Participants may jointly decide, after approval of the Steering Committee, as mentioned in Paragraph VI 3, to include further fields of cooperation in this Arrangement.
4. Cooperative activities can take place on Earth or in the outer space.

Paragraph IV – Forms and framework of cooperative activities

1. Cooperative activities in the areas mentioned in Paragraph III of this Arrangement can be fulfilled in the following forms:
 - conception and development of joint missions;
 - carrying out of researches;
 - joint development of hardware and software;
 - exchange of data and information;
 - joint organisation of workshops, symposia, practical courses and presentations.
2. The Participants may jointly decide, after approval of the Steering Committee, as mentioned in Paragraph VI 3, to include additional forms of cooperation.
3. Cooperative activities in the areas mentioned in Paragraph III of this Arrangement can be fulfilled in the following framework:
 - 3.1 Bilateral framework

The Participants decide to make their best efforts to gradually harmonise their space activities conducted at national level for the purpose of:

- creating a complementarity between their national space activities on the one hand, and ESA programmes in which they participate on the other;
- preparing bilateral cooperative projects.

To this end, the Participants decide:

- a) to keep each other regularly informed of new projects concerning national space activities through specific work groups;
- b) to jointly examine ahead of time any cooperation options within the new programmes considered by each Participant;
- c) to provide the necessary means for implementing any bilateral cooperation decided through an Arrangement of implementation such as defined in Paragraph V.

3.2 Multilateral framework such as ESA, EU OR EUMETSAT

The Participants hereby decide to make their best efforts to coordinate and harmonise their strategies and national positions within the multilateral framework of international space institutions and organisations. To this end, they decide to consult each other prior to any international sessions and meetings on both general and specific questions of common interest.

- 3.3 The Participants may jointly decide, after approval of the Steering Committee, as mentioned in Paragraph VI 3, to include additional frameworks of cooperation.

Paragraph V - Conclusion of Implementing Arrangements

1. Any cooperative activity decided between the Participants, in one of the domains identified in Paragraph III, and implemented according to the forms and the framework indicated in Paragraph IV above, will be carried out within the framework of an implementing arrangement (hereinafter referred to as 'Implementing Arrangement' or 'IA'). This Implementing Arrangement will refer and be subject to this Arrangement. As a consequence, the provisions of the present Arrangement and in particular, provisions of Paragraphs IX (Funding), X (Exchange of information), XI (Intellectual Property) and XII (Liability) will be applicable to any IA unless otherwise decided in writing in such IA.
2. The cooperative activities implemented under an IA are executed by the Participants on a best efforts basis.
3. IAs will set forth *inter alia* the specific roles and programmatic responsibilities of the Participants and will include, as appropriate, provisions related to the nature and scope of the cooperative activities, the points of contact, the data policy, the coming into operation and duration of the IA, and any other provisions necessary to carry out the cooperative activities.

Paragraph VI - Steering Committee

The Participants, in order to implement this Arrangement, hereby decide to set up a Steering Committee as defined by the following provisions:

1. The Steering Committee (SC) will be composed of four members:
 - a) two for UK SPACE AGENCY:
 - the Chief Executive, and
 - the Director of Technology, Science and Exploration,
 - or their representatives
 - b) two for CNES:
 - the President, and
 - the Director of Strategy, Programmes, Valorisation and International Relations,
 - or their representatives
2. Organisation of the SC:
 - the SC will be co-chaired by the President of CNES and the Chief Executive of the UK SPACE AGENCY, or by their duly designated representatives;
 - the SC will meet at least once per year, alternately in the United Kingdom and in France;
 - following each meeting, a report will be drawn up by the Participant organising the meeting and signed by the SC members; each Participant will receive a copy;
 - the SC may invite other CNES and UK Space Agency representatives to its meetings;
 - all decisions of the SC, to be taken unanimously, are put on record.
3. The SC will be responsible for:
 - annually approving and setting policy for the cooperation programme set out by the Participants;
 - approving the inclusion of any new fields of cooperation according to Paragraph III here above or any new frame and/or framework of cooperation according to Paragraph IV here above;
 - promoting the signature of IAs;
 - in a general manner, examining all questions with respect to the performance of the present Arrangement;
 - finding insofar as possible an amicable solution to any dispute that could arise between the Participants;
 - expressing its opinion, when necessary, on the renewal or non-renewal of the present Arrangement.

4. During the meetings of the SC, each Participant will inform the other Participant of any cooperation which it started, or is willing to start, with third parties in the field of space activities in compliance with Paragraph VIII hereafter.
5. Furthermore, the Participants accept that working groups may be created by the SC whenever necessary.

Paragraph VII - Exchange of personnel

1. In order to deepen and facilitate cooperative activities and programmes carried out under this Arrangement and any IA and to promote closer links between them, the Participants decide to facilitate exchange of personnel.
2. To this end, the Participants decide to investigate concrete actions through their respective departments responsible for human resources to foster exchange of personnel, and in particular to enable the implementation of short exchanges of a few months according to the laws and the applicable rules within the territory of each Participant.

Paragraph VIII - Association of third party partners

1. The Participants may jointly decide to work with other space stakeholders on activities planned or in progress, in pursuance of the present Arrangement and any IA. The SC will be informed of any cooperation with a third party, in compliance with Paragraph VI 4 shown above.

Paragraph IX - Funding

1. The Participants hereby decide that activities carried out in pursuance of this Arrangement are performed in cooperation on the basis that no funds be exchanged.
2. Each Participant will pay for the costs related to due performance of its own commitments, including transport and subsistence costs of its personnel and transportation of all equipment items and documentation for which it is responsible. The ability of the Participants to fulfil their responsibilities will depend on their respective financing procedures and availability of corresponding funds.
3. The Participants hereby accept that the above principles will apply to activities covered by any IA decided on the basis of the present Arrangement, unless explicitly stated otherwise in such IA.

Paragraph X – Exchange of information

1. The Participants decide to communicate to each other the necessary information to carry out their respective commitments as specified in the present Arrangement or under a IA and according to the following provisions:
 - a) Each Participant decides to not disclose, in any way whatsoever, information communicated in confidence by the other Participant of which it might have become aware during performance of this Arrangement or an IA concluded for its execution unless prior written authorisation has been obtained from the other Participant. The information will have been marked or specifically labelled by the Participants as 'communicated in confidence'. If the information is communicated orally, its confidential nature will be confirmed in writing as soon as possible following its disclosure;
 - b) Each Participant decides to not disclose results acquired during the cooperation, and belonging to, the other Participant;
 - c) All information communicated in confidence by one Participant to the other Participant remains the property of the disclosing Participant. On the latter's request, the recipient Participant will return to the disclosing Participant all information communicated in confidence as well as any copies or derived versions that might have been made.
2. The commitments stipulated in the present Paragraph do not apply to the following information:
 - a) information which was in the public domain before being disclosed, or after being disclosed thereof without any breach of this Arrangement or of an IA;
 - b) information which was known to the recipient Participant before it was disclosed, on condition that this Participant be able to prove this with written documents;
 - c) information which was generated independently and in good faith by the recipient Participant before being disclosed under this Arrangement or an IA;
 - d) information which has not been marked as "communicated in confidence" by the disclosing Participant.
3. From the date of expiration or termination of the present Arrangement, commitments stated in this Paragraph remain in effect during a period of five (5) years. This period applies to an IA mentioned in Paragraph V shown above unless otherwise provided for in an IA.

4. The Participants will take all necessary steps to ensure that the aforementioned commitments are respected by their personnel as well as by Related Entities and their employees who might work on activities in pursuance of the present Arrangement, in particular by the third party partners mentioned in Paragraph VIII.
5. Specific provisions regarding the exchange of goods and technical data (including software) will be defined when required in the IAs.

Paragraph XI - Intellectual property

1. Nothing in the present Arrangement or an IA will be construed as granting, either expressly or by implication, to the other Participant any rights to, or interest in, any inventions or works of a Participant or its Related Entities made prior to the entry into force of, or outside the scope of, the present Arrangement or the IA, including any patents corresponding to such inventions or similar forms of protection (in any country) or any copyrights corresponding to such works.
2. Any rights to, or interest in, any inventions or works made in the performance of an IA solely by one Participant or any of its Related Entities, including any patents or similar forms of protection (in any country) corresponding to such invention or any copyright corresponding to such work, will be owned by such Participant or its Related Entities.
3. In the event that an invention is jointly made by the Participants and/or their Related Entities in the performance of an IA, the Participants will consult and decide on:
 - a) the allocation of benefits to, or interest in, such joint invention, including any patents or similar forms of protection (in any country) corresponding to such joint invention, taking into account *inter alia* their respective contributions;
 - b) the responsibilities, costs, and actions to be taken to establish and maintain patents or similar forms of protection (in any country) for each such joint invention; and
 - c) the terms and conditions of any licence or other benefits to be exchanged between the Participants or granted by one Participant to the other Participant.
4. In the event that any jointly-authored work is made by the Participants and/or their Related Entities in the performance of an IA, the Participants and/or their relevant Related Entities, as appropriate, will in good faith consult and decide as to the handling of the copyrights (in any country).

5. The allocation of benefits on inventions or copyrights between a Participant and its Related Entity(ies) is determined by the laws, regulations and the contractual obligations applicable to the aforementioned Participant.
6. Subject to the provisions of Paragraph X (Exchange of information) and XIII (Publication, communication) of this Arrangement, for any copyrighted work which is created jointly by the Participants and/or their Related Entities in the performance of an IA, each Participant will have, a royalty-free, perpetual and irrevocable, non-exclusive licence to reproduce, prepare derivative works, distribute, and present publicly, for its own non-commercial purposes, and authorise its Related Entities to do so on its behalf.

Paragraph XII - Liability

1. With regard to the activities carried out under this Arrangement and an IA, neither Participant will make any claim against the other or the other's Related Entities, 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, or with respect to failure of the missions, whether such injury, death, damage, loss or failure arises through negligence or otherwise, except in the case of wilful 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, members or employees of the other Participant or of its Related Entities for injury, death, damage, or loss arising from, or related to, activities undertaken pursuant to this Arrangement or activities carried out under an IA.
3. The present cross-waiver of liability provision does not apply to the following:
 - claims between a Participant and its Related Entities, or between its own Related Entities;
 - claims made by a natural person, his/her estate, survivors or subrogees in case of bodily injury, other impairment of health or death of such natural person;
 - claims made with respect to intellectual property;
 - claims for damage resulting from a failure by a Participant to extend this cross-waiver liability or from a failure of a Participant to insure that its related entity extends this cross-waiver of liability.
4. In the event of third-party claims for which the Participants may be liable, the Participants will consult promptly to determine an appropriate and equitable apportionment of any potential liability and on the defence of any such claims.

Paragraph XIII - Publication, communication

1. The activities performed under this Arrangement may be published or communicated on condition that each Participant mentions the role and contributions made by the other Participant.
2. The rules for publishing and communicating activities performed under an IA will be determined by such IA.

Paragraph XIV - Settlement of disputes

1. Any dispute relating to the performance and/or the interpretation of this Arrangement will be amicably settled by the Steering Committee.

Paragraph XV - Duration, extension, amendments, termination

1. This Arrangement will enter into force on the date on which it is duly signed by both Participants, for an initial period of five (5) years. It will be tacitly renewed for the same term, unless otherwise decided in common by the Participants.
2. This Arrangement may be amended or terminated by written consent of both Participants. However, in the event of termination by a single Participant, that Participant will give three (3) months' notice. In that event, the Participants will endeavour to minimise any potential negative impacts that could arise from that termination. The termination of the present Arrangement will not affect the benefits and commitments of each Participant under Paragraphs X (Exchange of Information), XI (Intellectual property), XII (Liability) and XIV (Settlement of disputes), unless otherwise jointly decided by the Participants.
3. In case of expiration or termination of the present Arrangement, the provisions of the latter will continue to be applicable to specific cooperative arrangements still in effect which were signed during the period of validity of this Arrangement, unless otherwise decided by the Participants.

Signed in duplicate in Brize Norton, UK on this 31st day of January 2014, in the English and French languages, both texts having equal validity

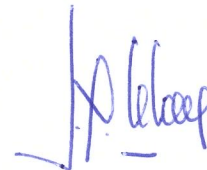
IN WITNESS WHEREOF, the undersigned, duly authorised, hereby sign this Arrangement

For the United Kingdom Space Agency
UK SPACE AGENCY



Dr. David Parker, Chief Executive

For the Centre National d'études spatiales
CNES



M. Jean-Yves LE GALL, President