

**Arrangement**  
**between**  
**the Government of the United States of America**  
**and**  
**the Government of the United Kingdom of Great Britain and Northern Ireland**  
**relating to**  
**the Agreement between the Government of the United**  
**States of America and the Government of the United Kingdom of Great Britain and Northern**  
**Ireland**  
**on**  
**Technology Safeguards Associated with United States Participation in Space Launches from the**  
**United Kingdom**

The Government of the United States of America ("the U.S. Government") and the Government of the United Kingdom of Great Britain and Northern Ireland ("Her Majesty's Government") (together, "the Partners") have reached the following understandings regarding the Agreement between the Government of the United States of America and the Government of the United Kingdom of Great Britain and Northern Ireland on Technology Safeguards Associated with United States Participation in Space Launches from the United Kingdom effected by an exchange of notes at Washington on the 16<sup>th</sup> day of June, 2020 (the "Agreement"):

**Paragraph 1: Objectives**

- I. Her Majesty's Government intends to ensure that U.K. Authorities collaborate with the relevant agencies of the United States of America in support of the purpose of the Agreement in accordance with this Arrangement, as envisaged in Article III, paragraph 6 of the Agreement.
2. The U.S. Government is expected to authorize the activities described in this Arrangement via U.S. export licenses and other authorizations. Such authorization may be requested by U.S. Licensees, U.K. Licensees, U.K. Authorities, or Her Majesty's Government prior to Launch Activities, and the authorization is expected to be secured prior to U.K. Authorities carrying out the functions described in this Arrangement.

**Paragraph 2: General Provisions**

- I. Terms used in this Arrangement are intended to have the same meaning as they have in the Agreement.
2. In addition, for the purposes of this Arrangement:
  - (a) "functions" means functions arising under applicable U.K. laws;

- (b) "Her Majesty's Armed Forces" means the Royal Navy, the Royal Marines, the Royal Air Force and the army together with the civilian component thereof and any of the forces of Her Majesty raised in the United Kingdom and for the time being serving in the United Kingdom;
- (c) "Her Majesty's Coastguard" means the section of the U.K. Maritime and Coastguard Agency, an executive agency of the Department for Transport, responsible for the initiation and coordination of all maritime search and rescue services within the U.K. maritime search and rescue region;
- (d) "U.K. AAIB" means the Air Accidents Investigation Branch for the United Kingdom of Great Britain and Northern Ireland;
- (e) "U.K. Accident Investigation Authorities" means the U.K. AAIB, the U.K. DAIB, and the U.K. MAIB;
- (f) "U.K. Authorities" means the U.K. Accident Investigation Authorities, U.K. Border Authorities, U.K. Death Investigation Authorities, U.K. Emergency Authorities, U.K. Law Enforcement Authorities, Her Majesty's Armed Forces and the U.K. Regulatory Authorities;
- (g) "U.K. Border Authorities" means Her Majesty's Revenue and Customs (HMRC) and any other competent authority for customs matters, the Border Force, and the U.K. National Crime Agency;
- (h) "U.K. DAIB" means the Defence Accident Investigation Branch which forms part of the U.K. Defence Safety Authority established by the Secretary of State for Defence;
- (i) "U.K. Death Investigation Authorities" means coroners in England and Wales and in Northern Ireland and the Crown Office and Procurator Fiscal Service in Scotland;
- (j) "U.K. Emergency Authorities" means the fire and rescue services, the ambulance services, and Her Majesty's Coastguard of the United Kingdom of Great Britain and Northern Ireland or any of its jurisdictions;
- (k) "U.K. HSE" means the Health and Safety Executive (for England, Wales and Scotland);
- (l) "U.K. Law Enforcement Authorities" means the U.K. Police, the U.K. Border Authorities and the Crown Office and Procurator Fiscal Service in Scotland;
- (m) "U.K. MAIB" means the Marine Accident Investigation Branch of the United Kingdom of Great Britain and Northern Ireland;
- (n) "U.K. Police" means the police forces and services of any of the jurisdictions of the United Kingdom of Great Britain and Northern Ireland;
- (o) "U.K. Regulatory Authorities" means:
- (i) the U.K. Secretary of State or such other body as the Secretary of State may appoint,
  - (ii) the U.K. Space Agency,

- (iii) the U.K. Civil Aviation Authority,
- (iv) the U.K. HSE,
- (v) the U.K. Office for Nuclear Regulation,
- (vi) the U.K. Maritime and Coastguard Agency, and
- (vii) such other body as Her Majesty's Government may notify in writing to the U.S. Government from time to time;

(p) "U.K. Strategic Export Control Licensing Authority" means the U.K. Secretary of State acting through the Export Control Joint Unit, which administers the export control of the United Kingdom of Great Britain and Northern Ireland; and

(q) "U.S. Technology" means U.S. Launch\_ Vehicles, U.S. Spacecraft, U.S.-Related Equipment, components or debris thereof, and/or U.S. Technical Data.

3. Each Partner intends to appoint a liaison officer whom the other Partner may contact to discuss issues concerning this Arrangement.

4. In the event of any conflict between a provision in this Arrangement and the Agreement, the Agreement's provisions are expected to prevail.

### **Paragraph 3: Custody of U.S. Technology and Photographs and Recordings Thereof**

1. For the purposes of the activities described in Article III, sub-paragraph 1(c), Article IV, paragraphs 2 and 3, Article V, paragraph 2, Article VII, paragraphs 3 and 4, and Article VIII paragraphs 3(c) and 3(d) of the Technology Safeguards Agreement, the Partners mutually decide that any of the U.K. Authorities may need to take U.S. Technology, and photographs and recordings of U.S. Technology, into secure custody where required for the purposes of fulfilling their functions (including for any investigation, prosecution, or in response to an emergency situation, accident, incident or launch anomaly), in accordance with the requirements of applicable U.K. laws.

2. If the need arises for any of the U.K. Authorities to take custody of U.S. Technology, or to photograph or record it, the relevant U.K. Authority is expected:

(a) to consult in advance wherever possible with the U.S. Government and to be accompanied and observed by U.S. Participants, except in exigent circumstances;

(b) to take all practicable steps to safeguard the U.S. Technology, and any photograph or recording thereof, from unauthorised disclosure, consistent with this Arrangement, pending its return to the U.S. Government, as soon as practicable; and

(c) wherever possible to provide the U.S. Government with descriptions of the U.S. Technology, and any photograph or recording thereof, and information about the methods of storage and access control when in custody.

3. The U.K. Authorities are expected to engage with the relevant agencies in the United States of America with a view to further elaborating safeguards for U.S. Technology taken into custody under this Paragraph, including consideration of whether, and under what circumstances and conditions, it

may be held in custody by U.S. officials, with appropriate access for the U.K. officials, or where this is not practicable, with appropriate access for U.S. officials when held in custody by U.K. officials.

4. At the conclusion of any investigation or court proceeding involving U.S. Technology, or photograph or recording thereof, that has been held in custody by U.K. officials, the U.K. Authorities are expected, to the extent permitted by applicable U.K. laws, to take all possible steps to ensure that any such item is returned or destroyed in such manner as the Partners jointly decide.

5. In the event of any request for release into the public domain for information about the U.S. Technology, or for a recording or photograph thereof, Her Majesty's Government intends to ensure that the U.K. Authorities, subject to their legal obligations, including under any applicable U.K. laws on freedom of information, utilize applicable legal grounds that allow such information and items to be withheld from public release and consult with the U.S. Government in this process.

#### **Paragraph 4: Disclosure and Use of Information**

I. In relation to Article V, paragraph 1 of the Agreement, and where consistent with the applicable U.S. laws and regulations, the U.S. Government intends to authorize U.S. Participants to provide to the U.K. Authorities any information or permit access to witnesses that is necessary to enable the relevant U.K. Authority to perform its functions.

2. Her Majesty's Government intends to ensure that the U.K. Authorities:

- (a) ensure that any information supplied under sub-paragraph I of this Paragraph is used only for the purposes of performing their functions;
- (b) take all practicable steps to protect the confidentiality and integrity of such information; and
- (c) comply with Article V, paragraph 4 of the Agreement, if any of the information is classified.

#### **Paragraph 5: Access Controls**

1. Where the Agreement requires that only persons authorized by the U.S. Government may control access to an area or to U.S. Technology, and any of the U.K. Authorities needs access to that area or that U.S. Technology to fulfil its functions, the U.S. Government intends to provide the necessary authorization under U.S. law to allow the U.S.-authorized person who controls such access to promptly grant to the relevant U.K. Authority that access, as well as access to witnesses, where consistent with applicable U.S. laws and regulations.

2. The U.K. Authorities are expected to take all practicable steps to comply with U.S. licenses and authorizations and protect U.S. Technology from unauthorised disclosure, including the following:

- (a) appropriately brief any of their officials who have access to Segregated Areas and Controlled Areas on the requirements to protect U.S. Technology;
- (b) ensure that, unless exigent circumstances arise, U.S. Participants are present during the period of access by the U.K. Authorities; and

- (c) follow the procedures in Paragraph 3 of this Arrangement if the U.K. Authorities need to photograph, record, or take custody of any U.S. Technology for the purpose of fulfilling their functions.

**Paragraph 6: Border Controls**

I. For the purposes of Article VII, sub-paragraph 1(b) of the Agreement, the Partners jointly decide that sealed containers containing U.S. Technology may be opened for inspection by the U.K. Border Authorities while in the territory of the United Kingdom of Great Britain and Northern Ireland only where this is necessary for the U.K. Border Agencies to fulfil their functions:

- (a) to prevent the import or export of prohibited or unauthorised goods into or from the United Kingdom of Great Britain and Northern Ireland, or
- (b) to prevent fraud on the revenue.

2. If any item of U.S. Technology is being returned to the United States of America because of launch failure or because the item is surplus to requirements, the U.K. Border Authorities may have the need to carry out inspections on it and may have the need to supply it to the U.K. Strategic Export Control Licensing Authority for assessment of the control status of the items being exported.

3. For the purposes of Article VII, paragraph 4, of the Agreement, compliance officers acting on behalf of the U.K. Strategic Export Licensing Authority to ensure the immediate return of U.S. Technology through the use of the appropriate U.K.-granted open export licenses may need to carry out inspections and investigations to ensure compliance with the use of those licenses and in the exercise of their functions.

4. In carrying out any inspection under this Paragraph, the U.K. Border Authorities are expected to comply with all applicable U.S. licenses or authorizations, and take all practicable steps to protect U.S. Technology from unauthorised disclosure, including the following:

- (a) providing reasonable prior notice where possible to the U.S. Government;
- (b) inspecting in the presence of U.S. Participants, unless exigent circumstances arise;
- (c) inspecting by means of visual and/or the least intrusive methods to avoid and minimise damage;
- (d) taking into account the necessity of maintaining the physical integrity of sealed containers and their contents, particularly those that are sealed and certified as to the necessary levels of cleanliness for space activity;
- (e) ensuring that transportation containers are opened by a U.S. Participant in the presence of the U.K. Border Authorities, unless exigent circumstances arise;
- (f) acting in a timely fashion and on a priority basis;
- (g) using officials who have been appropriately briefed on the requirements to protect the U.S. Technology from unauthorised disclosure;
- (h) ensuring that, if an inspection is carried out under this Paragraph without a U.S. Participant being present, the U.K. Border Authority that carries out the inspection notifies the

U.S. Government that it has done so, provides a briefing, and provides a staff member with whom the U.S. Government may discuss any concerns; and

(i) following the procedures in Paragraph 3 of this Arrangement if the U.K. Border Authorities need to photograph, record, or take custody of any U.S. Technology for the purpose of fulfilling their functions.

5. Notwithstanding sub-paragraph 4 of this Paragraph, Her Majesty's Government intends to ensure that any item with a classified marking will not be opened by U.K. Border Authorities unless the U.S. Government has provided prior written authorization.

#### **Paragraph 7: Launch Anomaly or Failure**

1. In relation to Article VIII, paragraph 3 of the Agreement, the Partners mutually decide that the U.K. Authorities, in the exercise of their functions, may be required to:

(a) take part in the recovery of U.S. Technology resulting from an accident, incident, or launch anomaly;

(b) seize, keep, photograph, or record in any format such U.S. Technology until the completion of the investigation into the accident, incident, or launch anomaly;

(c) carry out any process or test and examine such U.S. Technology, to the extent specifically authorized by the U.S. Government, as part of such an investigation;

(d) dismantle or destroy such U.S. Technology while observed by U.S. Participants, to the extent specifically authorized by the U.S. Government as part of such an investigation; and

(e) retain such U.S. Technology (to the extent it has not been destroyed) for the purposes of any proceedings resulting from the investigation or associated with the accident, incident, or launch anomaly until completion of such proceedings, including any appellate proceedings.

2. The U.K. Authorities are expected to follow the procedures in Paragraph 3 of this Arrangement if they need to photograph, record, or take custody of any U.S. Technology for the purpose of fulfilling their functions.

#### **Paragraph 8: Duration and Revision of this Arrangement**

1. This Arrangement is intended to come into operation on the same date as the Agreement enters into force.

2. This Arrangement is intended to cease on the same date as the Agreement terminates, unless this Arrangement is replaced by a subsequent Arrangement or discontinued earlier by either Partner. A Partner who wishes to discontinue this Arrangement is expected to give one year's written notice of its intent to do so to the other Partner.

3. This Arrangement may be modified by the written decision of the Partners.