



**MEMORANDUM OF AGREEMENT  
BETWEEN  
THE EUROPEAN SPACE AGENCY (ESA)  
AND  
THE ASSOCIATION OF THE EUROPEAN SPACE INDUSTRY  
(EUROSPACE)  
CONCERNING THEIR COOPERATION TOWARDS  
A MORE EFFICIENT IMPLEMENTATION OF EUROPEAN SPACE  
ACTIVITIES**



The European Space Agency (hereinafter called "the Agency" or "ESA"),

and

the Association of the European Space Industry (hereinafter called "Eurosace"), a private organization organised under the laws of France,

also referred to below as "the Parties",

**CONSIDERING** that the cooperation between ESA and EUROSPACE has become increasingly comprehensive, close and useful over the recent years and **MINDFUL** of the need for ESA to better understand the expectations of the European space industry in matters of general interest to both Parties,

**CONSIDERING** that it is of the utmost importance for the European space industry to tighten its links with European organisations pursuing space activities in Europe, and primarily ESA, in order for these organisations to gain a better understanding of the domains in which public financial support is still required in order for the European space industry to consolidate its technical base and maintain or expand its position on the competition and export markets,

**CONSIDERING** that public resources devoted to space activities shall be used in the most efficient manner possible to serve European interests, and

**RECOGNISING** that EUROSPACE is the primary representative of space manufacturing industry in Europe, as outlined in EUROSPACE's statutes,

**HAVE AGREED AS FOLLOWS:**

## ARTICLE 1 - PURPOSE OF THE MEMORANDUM OF AGREEMENT

The purpose of the present Memorandum of Agreement (MOA) is to formalise, on a long-duration basis, a co-operation between ESA and EUROSPACE in order to enable the Parties to share in a timely manner information on the European space industry's expectations and interests with regard to space programmes and activities.

## ARTICLE 2 - THE PARTIES' RESPECTIVE RESPONSIBILITIES

ESA will use all reasonable efforts to carry out consultations with EUROSPACE, on the invitation of either ESA or EUROSPACE and as soon as the Parties could accommodate these consultations, on the following matters:

- potential contents of future ESA programmes of interest to European space industry;
- measures to improve world-wide competitiveness of the European space industry;
- research and technology, including such issues as harmonisation and prioritization;
- procurement procedures and policies, including applicable contractual rules and regulations pertaining to intellectual property rights (IPR) and protection of confidentiality;
- industry demographics, economics and technical base;
- all other issues of common interest identified by the Parties.

In complying with this responsibility, ESA will make available in a timely manner its appropriate experts or participants, and the corresponding support documentation, in order for the consultations to be as successful as possible.

EUROSPACE will use all reasonable efforts to carry out free of charge consultations with ESA, unless under specific arrangements, on the invitation of either EUROSPACE or ESA and as soon as the Parties could accommodate the consultations on the matters outlined in paragraph 1 of this Article. In complying with this responsibility, EUROSPACE will make available in a timely manner appropriate experts or participants, and the corresponding support documentation, in order for the consultations to be as successful as possible seek to gather, in advance of the consultations, information on the position and opinion of space industry representatives other than those affiliated with EUROSPACE.

The consultations referred to in this Article will take the form to be agreed by the Parties on a case by case basis, such as information meetings, workshops, seminars and conferences. In support of the consultations, the Parties note that there may be a need for the EUROSPACE Executive to conduct prior studies on various issues; this will be confirmed in due time between the Parties, whenever it is the case and the corresponding arrangements will be made.

Notwithstanding the reference contained in paragraph 2 of this Article that consultations shall be carried out free of charge by EUROSPACE, ESA may agree on a case by case basis to compensate partially or fully for the costs incurred by EUROSPACE in the carrying out of agreed studies or in the organization of workshops or conferences. Such compensation shall be the subject of dedicated contractual arrangements.

European organisations and agencies carrying out space activities may be associated with, and participate in, the consultations referred to in paragraph 2 of this Article, upon agreement of both Parties. Nothing in this MOA prevents ESA from concluding arrangements with other organisations or entities, such as representatives of the downstream space industry or of the user community for the purpose of conducting consultations similar to those referred to in paragraph 2 of this Article

### **ARTICLE 3 - DESIGNATION OF REPRESENTATIVES**

Each Party shall appoint in writing a person as its MOA Coordinator. The MOA Coordinators shall be responsible for addressing all matters related to this MOA, including for the purpose of furthering the routine implementation of this MOA.

### **ARTICLE 4 - LIABILITY**

The Parties shall each be solely liable for the conduct of their own activities in the execution of this MOA. In particular, they shall each have a right of recourse against the other in respect of damage of any kind to persons or property caused by the other and shall hold each other harmless against any claim made by a third party in respect of damage caused by their own activity.

### **ARTICLE 5 - CONSULTATIONS AND SETTLEMENT OF DISPUTES**

The Parties agree to consult with each other promptly when events occur or matters arise which may occasion a question of interpretation or implementation of the terms of this MOA. Any such question will be first referred for settlement to the appropriate officials designated, respectively, by the ESA Director General and the President of EUROSPACE.

Any question of interpretation or implementation of the terms of this MOA which has not been settled in accordance with paragraph 1 of this Article will be referred for settlement to the ESA Director General and the President of EUROSPACE.

Failing resolution of the dispute through consultations within three months of the time at which consultations are first requested, either Party to the present MOA may submit the matter to arbitration in accordance with the rules of arbitration of the Paris-based International Chamber of Commerce. French law shall apply to all procedural and substantive matters connected with such arbitration, which shall take place in Paris, France.

### **ARTICLE 6 - DURATION, DENUNCIATION AND AMENDMENT**

This MOA shall enter into force upon its signature by both Parties and remain in force for 3 years. The term of its validity may be extended for further successive periods of 3 years by mutual notification to this effect sent in writing at least three months before the contemplated date of termination.

Either Party to this MOA may notify the other in writing of its denunciation thereof, in which case such denunciation shall take effect, if not revoked, six months after receipt of such notification.

This MOA may be amended by mutual agreement of the Parties expressed in writing. Amendments will enter into effect on the date of the affirmative reply in writing of the Party to which a proposal for amendment has been addressed.



European Space Agency

Done at *België* on: *22 March 2012*

In two originals in the English language,

For ESA:

*[Handwritten signature]*  
DIPFL

For EUROSPACE:

*[Handwritten signature]*  
PRESIDENT