

**MEMORANDUM OF COOPERATION  
ON INTERNATIONAL COMMERCIAL SPACE TRANSPORTATION**

**BETWEEN THE**

**UNITED STATES FEDERAL AVIATION ADMINISTRATION**

**AND THE**

**CIVIL AVIATION AUTHORITY, COMMONWEALTH OF THE BAHAMAS**

RECOGNIZING the mutual benefit to be gained from working together in the peaceful use of outer space for the welfare of all humankind;

RECOGNIZING the mutual interest of Federal Aviation Administration (FAA), Department of Transportation, United States of America (U.S.) and the Civil Aviation Authority (CAA-B), Commonwealth of the Bahamas (collectively, the “Participants” and individually, a “Participant”) in licensed commercial space transportation activities that affect the sovereign territory of The Commonwealth of The Bahamas (“The Bahamas”);

RECOGNIZING that the mission of the FAA licensing authority includes the protection of public safety and property, national security, and foreign policy interests during commercial space transportation activities, and encourages, facilitates, and promotes U.S. commercial space transportation;

RECOGNIZING that the mission of the CAA-B includes the protection of public safety during commercial space transportation activities;

CONSIDERING the desirability of enhanced international cooperation between the Participants particularly in relation to commercial space transportation activities conducted by FAA licensed entities affecting The Bahamas;

CONSIDERING that the CAA-B may recognize the fact that an applicant for a license or permit to conduct commercial space transportation affecting The Bahamas holds a license or permit for commercial space transportation activity from the FAA in support of the

application to conduct commercial space flight activities affecting The Bahamas;

RECOGNIZING that the FAA desires to promote and maintain dynamic, safe, and efficient commercial space transportation activities;

RECOGNIZING that the CAA-B desires to promote and maintain dynamic, safe, and efficient airspace environment during commercial space transportation activities affecting The Bahamas;

NOW THEREFORE, the FAA and the CAA-B have reached an understanding set out in this Memorandum of Cooperation, herein afterward referred to as the “Arrangement.”

**PARAGRAPH 1: PURPOSE**

A. The mutual and shared purposes of this Arrangement, subject to available resources, are:

1. To establish and maintain a shared understanding of the U.S. commercial space transportation regulations and law and to provide a basis for The Bahamas’ recognition of FAA commercial space transportation licenses. The CAA-B intends to use its recognition of the FAA commercial space transportation licenses in the issuance of CAA-B commercial space transportation licenses;
2. To promote information sharing where necessary to facilitate Bahamian recognition of FAA commercial space transportation licenses. The CAA-B intends to use its recognition of the FAA commercial space transportation licenses in the issuance of CAA-B commercial space transportation licenses;
3. To promote regulatory cooperation with respect to commercial space transportation activities affecting The Bahamas by FAA licensed entities; and
4. To provide a framework for FAA assistance in supporting the building of the CAA-B’s regulatory capability.

B. Results of this recognition and cooperation are intended to facilitate commercial space operations affecting The Bahamas by FAA licensed entities and to advance safety for commercial space transportation concepts, technologies, and processes.

**PARAGRAPH 2: DEFINITIONS**

For the purposes of this Arrangement:

1. FAA means the Federal Aviation Administration, Department of Transportation, United States of America.
2. CAA-B means the Civil Aviation Authority-Bahamas.
3. Director General (DG) means the Director General of the CAA-B.
4. Financial responsibility requirements include insurance requirements.
5. U.S. licensing regime means the licensing process established under the Commercial Space Launch Act of 1984, codified at Title 51 United States Code (U.S.C.) Sections 50901 - 50921, and 14 Code of Federal Regulations (C.F.R.) Part 400 et seq. (Commercial Space Transportation Regulations).
6. The term “licensed commercial space transportation activities” as used in the U.S. legislation encompasses launch and re-entry activities. The Participants acknowledge that there may be differences in the terminology used in their respective licensing authorities.

**PARAGRAPH 3: SCOPE**

The scope of this Arrangement relates to commercial space transportation activities governed by The Bahamas and by the United States, and in particular to commercial space transportation safety.

**PARAGRAPH 4: ASSURANCE**

- A. Civil Aviation Authority Bahamas Act 2021 Section 4(1)(r) gives the CAA-B the authority to oversee commercial space transportation activities. The CAA-B may take into account that an applicant holds a license, permit, or other authorization granted by the FAA in support of the application to conduct commercial space flight activities affecting The Bahamas. The FAA provides information about its license and licensing process to facilitate the recognition of the FAA license by the DG.
- B. Under the U.S. licensing regime, the FAA undertakes a comprehensive safety analysis for a vehicle operator’s license, including an assessment of the mitigation of orbital debris and a maximum probable loss calculation which forms the basis for the financial responsibility requirements imposed on licensees.



**PARAGRAPH 5: INFORMATION EXCHANGE**

- A. The Participants endeavour to work closely with each other in aiming to ensure safe and responsible commercial space transportation activity impacting The Bahamas.
- B. The Participants intend to maintain and update from time to time a list of key contact points within each agency.
- C. Subject to any requirements of U.S. law, the FAA intends to consult with the CAA-B on matters relating to an FAA licensing decision that might significantly affect The Bahamas.
- D. Subject to any requirements under Bahamian law, the CAA-B intends to provide the FAA with information that would be of assistance to it in reaching licensing decisions, including information about its legal and regulatory activity.
- E. When the CAA-B receives an application for an activity affecting The Bahamas that seeks to rely on the fact of an FAA license as satisfying the Bahamian requirements, the FAA endeavours to, upon request from the CAA-B:
  - 1. Confirm whether or not it has received an application;
  - 2. Advise as soon as practicable after it either grants or declines the application;
  - 3. If the FAA license is granted, advise the CAA-B on the scope of the license.
- F. The FAA intends to notify the CAA-B if an FAA license for a commercial space transportation activity affecting The Bahamas results in significant changes to public safety including if a license is revoked.
- G. The CAA-B intends to notify the FAA if a Bahamian license results in significant changes to public safety including if a license revoked.
- H. The FAA plans to, upon request of the CAA-B, and with consent of the applicant, provide the CAA-B with information in its possession to assist the CAA-B in advising the DG in cases of emergency, risk to public safety, risk to national interest or security, or legitimate public concern in relation to licensing contemplated by this Arrangement.

The FAA intends to provide such information as soon as is reasonably practicable after the request has been made and generally no longer than thirty (30) days after the request.

- I. The Participants aim to encourage mutual participation in space symposia, conferences, and technical forums.

**PARAGRAPH 6: INFORMATION HANDLING**

- A. The Participants recognize that information received pursuant to this Arrangement may contain trade secrets, confidential business information or other proprietary information, security information, or other non-public information held by the providing Participant (hereinafter, “restricted information”).
- B. To ensure the appropriate transmission and protection of restricted information shared among the Participants under this Arrangement, prior to sharing restricted information, the Participant sharing the information intends to mark such information as appropriate, in English, to identify limits on its further disclosure. The Participants understand that any information shared between themselves may be subject to disclosure under applicable law. The Participants intend to consult with each other before further disclosing information shared pursuant to this Arrangement, to the extent such consultation is permitted and practicable. In the event that further disclosure is required by law, the Participant seeking to disclose the information intends to provide as much advanced notice as practicable and permitted to the other Participant.
- C. Nothing in this Arrangement or its annexes or appendices thereto requires either Participant to share company license application safety data. To the extent either Participant seeks the receipt of company license application safety data, the requesting Participant is expected to seek the information through other available channels, including as appropriate by seeking the information from the applicable company. If such company grants access to such information, the handling of such information is intended to be addressed in a separate written communication between the requesting Participant and Company. With written consent either Participant may discuss analysis or review of Company license application data with each other to carry out activities pursuant to this Arrangement. Such analysis or review should not be released beyond the

Participants unless required by law.

- D. The Participants also recognize that information shared pursuant to this Arrangement may contain information that is export-controlled and therefore subject to applicable U.S. export controls, including the Export Administration Regulations (EAR) or the International Traffic in Arms Regulations (ITAR). Information shared by the FAA pursuant to this Arrangement is expected to be reviewed prior to sharing by the FAA for compliance with these and any other applicable export-related statutes and regulations. All information shared under this Arrangement that is export-controlled is intended to be marked accordingly.

**PARAGRAPH 7: DESIGNATED OFFICES**

The designated offices for the coordination and management of this Arrangement, and to which all requests for information and services under this Arrangement are intended to be made, are as follows:

For the FAA:                Federal Aviation Administration  
                                    Office of International Affairs  
                                    800 Independence Avenue, SW  
                                    Washington, D.C. 20591

Telephone: +1-202-267-1000

For the CAA-B:            Civil Aviation Authority Bahamas  
                                    2<sup>nd</sup> Floor Nassau Business Centre  
                                    Airport Industrial Park  
                                    P.O. Box N-975  
                                    Nassau, N.P., The Bahamas

**PARAGRAPH 8: IMPLEMENTATION**

- A. This Memorandum of Cooperation constitutes a non-binding Arrangement between the Participants. Participants do not bear any liability in connection with this Arrangement. By entering into this Arrangement, the Participants intend to contribute to the project in good faith.
- B. The Participants may modify this Arrangement through written non-binding mutual understanding, signed by both Participants.



- C. Each Participant intends to bear its own costs of the activities it performs under this Arrangement.
- D. The Participants may have discussions regarding the interpretation or application of this Arrangement if needed.

**PARAGRAPH 9: EFFECTIVENESS AND DURATION**

- A. This Arrangement becomes effective on the date of the last signature.
- B. Either Participant may discontinue this Arrangement at any time by giving notice in writing to the other Participant. The Participants intend to provide no less than sixty (60) days' notice of discontinuation.

FEDERAL AVIATION ADMINISTRATION  
DEPARTMENT OF TRANSPORTATION  
UNITED STATES OF AMERICA

BY: 

TITLE: Associate Administrator for  
Commercial Space Transportation

DATE: 15 January 2025

PLACE: Washington, DC.

CIVIL AVIATION AUTHORITY -  
BAHAMAS  
COMMONWEALTH OF THE BAHAMAS

BY: 

TITLE: Director General

DATE: 15 January 2025

PLACE: Nassau, The Bahamas