

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

**BETWEEN THE
UNITED STATES FEDERAL AVIATION ADMINISTRATION
AND THE
SWEDISH NATIONAL SPACE AGENCY – KINGDOM OF SWEDEN**

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 in Federal Aviation Administration (FAA) licensed commercial space transportation activities in the sovereign territory of the Kingdom of Sweden (Sweden);

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 United States of America (U.S.) commercial space transportation;

RECOGNIZING that the mission of the Swedish National Space Agency (SNSA) includes the protection of public safety and property, national security, and foreign policy interests during commercial space transportation activities;

CONSIDERING the desirability of enhanced international cooperation between the FAA and SNSA, particularly in relation to commercial space transportation activities conducted by FAA licensed entities from Sweden;

RECOGNIZING that the 1982 Space Activities Act of Sweden states that the Swedish Government may authorize and license such activities;

RECOGNIZING that the SNSA provides administrative support and gives an assessment of the application for space activities to the Ministry of Education and Research;

RECOGNIZING that the SNSA may take into account the fact that an applicant for a license to conduct commercial space transportation activities from Sweden holds a vehicle operator's license from the FAA in the assessment of the application;

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

RECOGNIZING that SNSA desires to promote and maintain dynamic, safe, and efficient commercial space transportation activities from Sweden;

NOW THEREFORE, the FAA and the SNSA (collectively, the “Participants” and individually, a “Participant”) 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 laws and the fact that a FAA commercial space transportation license can constitute a part of the SNSA assessment for a license;
2. To promote information sharing where necessary as regards to FAA commercial space transportation licenses for activities occurring from Sweden;
3. To promote regulatory cooperation with respect to commercial space transportation activities from Sweden between SNSA and FAA.

PARAGRAPH 2: DEFINITIONS

For the purposes of this Arrangement:

1. FAA means the Federal Aviation Administration, Department of Transportation, United States of America.
2. SNSA means the Swedish National Space Agency.
3. 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 (CFR) Part 400 et seq. (Commercial Space Transportation Regulations).
4. 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 Sweden and the United States, and in particular to commercial space transportation safety.

The FAA and SNSA intend to work cooperatively to develop an understanding of each other's standards, practices, and procedures.

PARAGRAPH 4: ASSURANCE

- A. SNSA may take into account that an applicant holds a license, permit, or other authorization granted by the FAA as part of the assessment by the SNSA for granting a license for launch, reentry, or other required commercial space transportation licenses. The FAA may provide information about its license and licensing process to facilitate the evaluation and assessment of an FAA license by SNSA;
- 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;
- C. Under the Swedish licensing regime, Sweden may undertake an Environmental Review, which the FAA may take into account when evaluating any extra-territorial environmental requirements for an operator;
- D. The FAA may take into account SNSA review of the various agreements that an applicant must have with domestic entities including: terms of launch and reentry site use, Notices to Mariners, Notices to Airmen (NOTAMs), and mishap response.

PARAGRAPH 5: INFORMATION EXCHANGE

- A. The Participants endeavour to work closely with each other in aiming to ensure safe and responsible commercial space transportation activities in Sweden.
- 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 SNSA on matters relating to an FAA licensing decision that might significantly affect Sweden.
- D. Subject to any requirements under Swedish law, SNSA intends to provide the FAA with information that would be of assistance to the FAA in reaching licensing decisions, including information about its legal and regulatory activity.
- E. When SNSA receives an application for an activity from Sweden that seeks to rely on the FAA license as part of the assessment procedure, the FAA endeavours to, upon inquiry from SNSA:
 - 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 SNSA on the scope of the license.
- F. The FAA intends to notify SNSA if an FAA license for a commercial space transportation activity from Sweden results in significant changes to public safety including if a license is revoked.
- G. The SNSA intends to notify the FAA if a Swedish license results in significant changes to public safety including if a license is revoked.
- H. The FAA plans to, upon inquiry from the SNSA, and with consent of the applicant, provide the SNSA with information in its possession to assist the SNSA 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.
- 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 with the FAA 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.
- 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

- A. The designated office at the FAA 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, is:

Federal Aviation Administration
Office of International Affairs

800 Independence Ave., S.W.
Washington, D.C. 20591
Telephone:
+1-202-267-1000

B. The designated office for SNSA is:

Swedish National Space Agency
Department of Research and Development
Visiting address:
Hemvarnsgatan 9
SE-171 54 Solna
Postal address: Box 4006,
SE-171 04 Solna
Telephone: +46 8-40 90 77 00
E-mail: rymdstyrelsen@snsa.se

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

SWEDISH NATIONAL SPACE AGENCY
- SWEDEN
KINGDOM OF SWEDEN

BY: Minh Nguyen
Dr. Minh Nguyen

BY: Ella Carlsson
Ella Carlsson

TITLE: Deputy Associate Administrator for
Commercial Space Transportation

TITLE: Director General of the Swedish
National Space Agency

DATE: April 13, 2026

DATE: 20260413

PLACE: Colorado Springs

PLACE: Colorado Springs