

**MEMORANDUM OF COOPERATION**

**IN THE DEVELOPMENT OF  
COMMERCIAL SPACE  
TRANSPORTATION**

**BETWEEN**

**THE FEDERAL AVIATION  
ADMINISTRATION  
OF THE DEPARTMENT OF  
TRANSPORTATION  
OF THE UNITED STATES OF AMERICA**

**AND**

**THE UNITED ARAB EMIRATES SPACE  
AGENCY  
AND**

**THE UNITED ARAB EMIRATES  
GENERAL CIVIL AVIATION AUTHORITY  
OF THE UNITED ARAB EMIRATES**

WHEREAS the Federal Aviation Administration (“FAA”) of the Department of Transportation of the United States of America (“U.S.”), on the one hand, and the United Arab Emirates Space Agency (“UAESA”) and the United Arab Emirates General Civil Aviation Authority (“GCAA”), on the other hand have a common interest in promoting safe operations and seek to benefit from increased mutual cooperation in the area of commercial space transportation;

WHEREAS the FAA and the UAESA and the GCAA desire to promote and maintain dynamic, safe and efficient domestic commercial space transportation operations;

WHEREAS the FAA supports and promotes the U.S. National Space Transportation Policy of 2013 and the U.S. National Space Policy of 2010 (“Space Policies”) that emphasize the importance of international collaboration in jointly beneficial space transportation-related activities that may include, but are not limited to: space science; space exploration, including human space flight activities; and space transportation;

WHEREAS the FAA and the UAESA and the GCAA have identified a mutual interest in furthering this collaboration through information exchange and other activities as appropriate;

NOW THEREFORE, the FAA and the UAESA and the GCAA (collectively, the “Participants” and individually, a “Participant”) declare as follows:

## **I. OBJECTIVES**

- A. The Participants intend to use this Memorandum of Cooperation (“MOC”) to further knowledge, awareness, and the development of capabilities related to commercial space transportation opportunities, issues, and priorities. The principal objectives of cooperation under this MOC are to exchange information and to collaborate on areas of mutual interest such as:
1. Sharing best practices during the development of the United Arab Emirates (“UAE”) safety framework that is intended to apply to commercial space transportation industry and promote industry standards.
  2. Consultations to advance the Participants’ missions of conducting commercial space transportation, in a manner that is safe, efficient and effective for users and operators.
  3. Other areas of interest to the Participants, such as infrastructure, operational, and environmental considerations.
- B. The objectives of this MOC may be achieved by cooperation in the following areas including but not limited to:

1. The exchange of information, without prejudice to national legislation, laws, regulations, policies, projects, research results, and publications including previous space flight programs;
2. Sharing and exchange of information on recommended or best practices;
3. Strengthening partnerships between governments and the private sector;
4. Organization of joint symposia, workshops, conferences or working groups; and
5. Any other cooperative activities jointly determined by the Participants to be beneficial.

## **II. IMPLEMENTATION**

Cooperation among the Participants under this MOC is subject to the availability of appropriated funds and other necessary resources, and the applicable laws and regulations of the U.S. and the UAE. When the Participants decide that cooperation includes technical assistance from the FAA to the UAE, the terms and conditions of that cooperation are expected to be delineated in annexes to this MOC. Specific projects intended to be conducted under such annexes are expected to be described in non-binding understandings which, for convenience, are expected to be appended to the relevant annexes and referred to as "appendices". The appendices are expected, among other things, to describe the technical assistance to be performed by the FAA, the personnel and other resources needed to accomplish the tasks, the estimated costs, implementation plans, and duration. All activities described in the appendices are intended to be subject to and governed by the terms of this MOC, including the relevant annexes and any terms delineated in the relevant annex.

- A. Representatives from the FAA, the UAESA and the GCAA intend to meet periodically; a schedule of proposed events is expected to be developed and decided mutually. Other relevant stakeholders may be included in these venues as appropriate.
- B. The Participants intend to contact each other within thirty (30) days of the date of the last signature of this MOC to establish a working agenda and contacts to be responsible for the coordination and management of any cooperative activities under this MOC.
- C. The Participants expressly acknowledge and accept that this MOC merely constitutes a statement of the mutual intentions of the Participants without any intention to affect legal relations between them. Further, the Participants expressly acknowledge that this MOC's provisions are entirely voluntary and do not create any binding commitments or obligations. In addition, the Participants recognize that nothing in this MOC creates or imposes any obligations with respect to any commercial or contractual relationships which may be pursued or entered into between a Participant and any third party.

- D. The Participants further acknowledge that each Participant bears its own costs for the cooperation conducted under this MOC. The FAA may require the recovery of its costs, in the form of a pre-paid cost estimate or a cost reimbursement for its participation in activities performed or provided under this MOC and future arrangements. Mutual written decision made in a separate written communication can also provide the specific allocation of such costs and any additional terms for pre-payment or reimbursement.

### **III. EFFECTIVENESS AND DURATION**

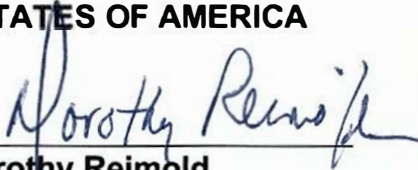
- A. The foregoing represents the understandings reached between the Participants.
- B. Cooperation under this MOC commences on the date of the last signature and is intended to continue until discontinued pursuant to paragraph C of this section.
- C. Any Participant may discontinue cooperation under this MOC at any time by providing written notice to the other Participants, but the discontinuing Participant is expected to provide six (6) months' notice before doing so.

**SIGNED** in triplicate, in the English and Arabic language.

**FEDERAL AVIATION  
ADMINISTRATION  
DEPARTMENT OF  
TRANSPORTATION  
UNITED STATES OF AMERICA**

**UAE SPACE AGENCY**

BY:

  
Dorothy Reimold

BY:

  
Dr. Eng Mohammed  
Naser Al Ahbabi

TITLE: Director, Strategic  
Operations, office of  
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TITLE: Director General

DATE: 11/13/2017

DATE:

PLACE: Dubai

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**UNITED ARAB EMIRATES  
GENERAL CIVIL AVIATION  
AUTHORITY**

BY:

  
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