

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNITED NATIONS (UN)
AND THE
MINISTRY OF SCIENCE, TECHNOLOGY AND HIGHER EDUCATION
OF THE PORTUGUESE REPUBLIC
AND THE
AD – AIR CENTRE

FOR COOPERATION IN THE FIELD OF SPACE TECHNOLOGY, APPLICATIONS AND DATA UTILISATION

WHEREAS the United Nations, represented by the Office for Outer Space Affairs (hereinafter referred to as “OOSA”) has the mandate to promote international cooperation in the peaceful exploration and use of outer space;

WHEREAS the Ministry for Science, Technology and Higher Education of the Portuguese Republic (hereinafter referred to as “MCTES”) is highly engaged in joining international cooperation initiatives that foster an inclusive and integrative approach to knowledge on space, atmosphere, oceans and climate change, in close alignment with UN 2030 Sustainable Development Goals, and to stimulate the use of new space technologies to increase knowledge in developing countries, namely in Africa;

WHEREAS the AD-AIR Centre, the Association for the Development of the Atlantic International Research Centre (hereinafter referred to as “AIR Centre”), which is an internationally distributed scientific organization whose mission is to promote a holistic, integrative and systemic approach to space, atmosphere, oceans, climate change and energy, earth and ocean science in the Atlantic, together with emerging methods of data science, while fostering an inclusive perspective to science, technology and economic development, that will carry out activities under this MOU;

WHEREAS OOSA, MCTES and the AIR Centre (hereinafter referred to collectively as “Signatories”) share common objectives with regard to space technology, applications and data utilisation and wish to collaborate to further these common goals and objectives within their respective mandates and governing rules and regulations;

WHEREAS the Signatories intend to conclude this Memorandum of Understanding (hereinafter referred to as “MOU”) with the aim of consolidating, developing and detailing their cooperation and effectiveness to achieve the common objectives in the field of space technology, applications and data utilisation;

Signatories' initials:

NOW THEREFORE THE SIGNATORIES HAVE DECIDED TO COOPERATE UNDER THIS MEMORANDUM OF UNDERSTANDING AS FOLLOWS:

**Clause 1
Purpose**

1. The purpose of this MOU is to provide a framework of cooperation and understanding, and to facilitate collaboration between the Signatories to further their shared goals and objectives in regard to space technology, applications, and data utilization.
2. The objectives of this MOU will be achieved through:
 - a. Regular dialogue meetings between the Signatories;
 - b. Conclusion of a separate legal instrument to define and implement any subsequent projects, programmes, and activities, pursuant to Article 10.1.

**Clause 2
Areas of Cooperation**

1. The Signatories have agreed to jointly explore the following preliminary overarching themes for this MOU:
 - a. Collaborating in capacity-building activities in the areas of space technology, applications, and data utilisation, including participation in technical advisory missions;
 - b. Identifying user needs that may be addressed by space data, applications and technology or any combination thereof;
 - c. Promoting the use of Space for the Sustainable Development Goals;
 - d. Raising awareness among decision makers of the importance of space activities; and
 - e. Exploring opportunities for gaining sponsorship of research and capacity building activities.
2. These areas form part of OOSA's mandate and programme of work and are also priorities for MCTES and the AIR Centre. Some activities under these abovementioned fields are already ongoing, but are in need of additional support.
3. The above list is not exhaustive and should not be taken to exclude or replace other forms of cooperation between the Signatories on other issues of common interest.
4. The areas of Cooperation are agreed jointly through the cooperation mechanism in the MOU. Policies and priorities under this MOU may also be jointly reviewed at least once a year by the Signatories pursuant to Clause 3 below to allow a response to newly emerging issues in the fields of Space Technology, Applications and Data utilisation.

Signatories' initials:



Clause 3
Forms of Cooperation

1. The Signatories will hold regular bilateral meetings on matters of common interest, in accordance with an agenda agreed to in advance for the purpose of developing and monitoring collaborative projects. Such meetings will take place at least once every six months to:
 - a. discuss technical and operational issues related to furthering the objectives of this MOU; and
 - b. review progress of work undertaken by the Signatories pursuant to a separate legal instrument in the priority areas of cooperation mentioned in Clause 2 above.
2. Within the context defined in no 1. above, further bilateral meetings will be encouraged and set up on an *ad hoc* basis as deemed necessary by the Signatories to address priority matters of common interest for the implementation of activities in specific areas, countries and regions.
3. In implementing activities, projects and programmes in the agreed priority areas, the Signatories will conclude a separate legal instrument appropriate for the implementation of such initiatives in accordance with Clause 10 below.
4. Where a Signatory is organizing a meeting with external participation at which policy matters related to the aims of this MOU will be discussed, the other Signatories will be, as appropriate, either invited to participate in the meeting or be updated on relevant policy matters discussed at the meeting.

Clause 4
Personnel Status

The Signatories acknowledge and agree that the employees, personnel, representatives, agents, contractors or affiliates of one Signatory, including the personnel engaged for carrying out any of the project activities pursuant to this MOU, will not be considered in any respect or for any purposes whatsoever as being employees, personnel, representatives, agents, contractors, or affiliates of the other Signatory.

Clause 5
Funding and Fundraising

1. This MOU does not of itself give rise to any implication of commitment of resources, financial or otherwise, on the part of MCTES, AIR Centre, or OOSA.
2. To the extent permitted by the Signatories' respective regulations, rules and policies, and subject to sub-Clause 3, initiatives for fundraising from the public and private sectors to support the programmes, projects, and activities to be developed or carried out pursuant to this MOU, may be engaged.
3. Neither Signatory will engage in fundraising in the name of or on behalf of the other Signatory, without the prior express written approval of the other Signatory in each case.

Signatories' initials:

Clause 6
Intellectual Property Rights

1. Nothing in the MOU will be construed as granting or implying rights to, or interest in, intellectual property of the Signatories.
2. In the event that the Signatories foresee that intellectual property that can be protected will be created in relation to any project, programme, or activity to be carried out under this MOU, the Signatories will act according to the legal frameworks and its determinations.

Clause 7
Use of Name and Emblem

1. Neither Signatory will use the name, emblem or trademarks of the other Signatory, its subsidiaries and/or affiliates, or any abbreviation thereof, in connection with its business or otherwise without the prior expressly written approval of the other Signatory in each case. In no event will authorization of the UN or OOSA name or emblem be granted for commercial purposes.
2. MCTES and AIR Centre acknowledged their familiarity with the independent, international and impartial status of the UN, including OOSA, and recognizes that their names and emblem may not be associated with any political or sectarian cause or otherwise used in a manner inconsistent with the status of the UN, including OOSA.
3. The Signatories agree to recognize and acknowledge this partnership as appropriate. To this end, the Signatories will consult with each other concerning the manner and form of such recognition and acknowledgement.

Clause 8
United Nations Privileges and Immunities

Nothing in or relating to this MOU will be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

Clause 9
Confidentiality

1. The handling of information will be subject to each Signatory's confidentiality policies.
2. Before disclosing internal documents, or documents that by virtue of their content or the circumstances of their creation or communication must be deemed confidential, of the other Signatory to an external recipient, each Signatory will obtain the express, written consent of the other Signatory. However, a Signatory's disclosure of another Signatory's internal and/or confidential documents to an entity the disclosing Signatory controls, or with which it is under common control, or to an entity with which it has a confidentiality agreement, will not be considered a disclosure to an external recipient, and will not require prior authorization.

Signatories' initials:



Clause 10
Interpretation

1. Implementation of any subsequent projects and programmes pursuant to this MOU, including those involving the transfer of funds between the Signatories, will necessitate the conclusion of appropriate legal agreements between the Signatories.
2. This MOU represents the complete understanding between the Signatories and supersedes all prior MOUs, communications and representations, whether oral or written, concerning the subject matter of this MOU.

Clause 11
Dispute Settlement

In the event of a dispute, controversy or claim arising out of or relating to this MOU, the Signatories will use their best efforts to promptly settle such dispute amicably.

Clause 12
Notification and Changes

1. Each Signatory will promptly notify the other Signatory in writing of any anticipated or actual material changes that will affect the execution of this MOU.
2. The Signatories may change this MOU by mutual written agreement.

Clause 13
Duration

This MOU will come into effect on the date of its signature for a period of three years, unless terminated in accordance with Clause 14 below.




Clause 14
Termination

1. Either Signatory may terminate this MOU by giving six months' prior written notice to the other Signatory.
2. Upon termination of this MOU, any other legal instrument executed pursuant to this MOU, between the Signatories will cease to be effective.
3. Any termination of the MOU will be without prejudice to (a) the orderly completion of any ongoing collaborative activity and (b) any other agreements between the Signatories accrued prior to the date of termination under this MOU or legal instrument executed pursuant to this MOU.

Signatories' initials:

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IN WITNESS WHEREOF, the duly authorized representatives of the Signatories affix their signatures below.

FOR THE UNITED NATIONS	FOR THE MINISTRY FOR SCIENCE, TECHNOLOGY AND HIGHER EDUCATION
	
Name: <i>Simonetta Di Pippo</i>	Name: <i>Manuel Heitor</i>
Title: <i>Director of the United Nations Office for Outer Space Affairs</i>	Title: <i>Minister for Science, Technology and Higher Education of the Portuguese Republic</i>
Place: <i>LAS PALMAS, CANARY ISLANDS</i>	Place: <i>LAS PALMAS, CANARY ISLANDS</i>
Date: <i>27 NOVEMBER 2018</i>	Date: <i>27 NOVEMBER 2018</i>
	FOR THE ASSOCIATION FOR THE DEVELOPMENT OF THE ATLANTIC INTERNATIONAL RESEARCH CENTRE, AD-AIR CENTRE
	
	Name: <i>António Sarmento</i>
	Title: <i>Executive Director</i>
	Place: <i>LAS PALMAS CANARY ISLANDS</i>
	Date: <i>27 NOVEMBER 2018</i>