

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE MEXICAN SPACE AGENCY OF THE UNITED MEXICAN STATES
AND
THE HELLENIC SPACE AGENCY OF THE HELLENIC REPUBLIC
CONCERNING SPACE COOPERATION FOR PEACEFUL PURPOSES

The Mexican Space Agency of the United Mexican States (hereinafter referred to as "AEM"), a federal entity of the Government of the United Mexican States whose registered office is located at Avenida Insurgentes Sur 1685 - 13, Guadalupe Inn, Mexico City, Mexico, 01020, and the Hellenic Space Agency of the Hellenic Republic (hereinafter referred to as "HSA"), a legal entity (type of "*Société Anonyme*") whose registered office is located at Alexandrou Pantou & Fragoudi 11, Kallithea GR 101 63, an association of private law organized and existing under the laws of the Hellenic Republic, hereinafter jointly referred to as "the Parties".

CONSIDERING the provisions of the Treaty on Principles Governing the Activities of States in the Exploration and Use of Outer Space, including the Moon and other Celestial Bodies, done on January 27th, 1967;



CONSIDERING the provisions of other multilateral treaties and protocols on the peaceful exploration and use of outer space to which the United Mexican States and the Hellenic Republic are parties;

EXPRESING their interest in gaining, developing and fostering equal and mutually beneficial cooperation in different areas of exploration and use of outer space for peaceful purposes;

Have agreed as follows:

ARTICLE 1
Objective and Scope

The objective of this Memorandum of Understanding (hereinafter also referred to as the "MoU") is to set out the framework for the creation and development of cooperation activities between the Parties in the exploration and use of outer space for peaceful purposes.

 
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The cooperation under this MoU shall be conducted in a manner consistent with each Party's respective applicable national laws and regulations and in accordance with the provisions of the applicable international conventions binding for the United Mexican States and the Hellenic Republic.

ARTICLE 2 Areas of Cooperation

Cooperation under this MoU shall be carried out in the following areas:

- a) Joint development of low orbit satellites;
- b) Development of space technology;
- c) Space exploration systems;
- d) Capacity building;
- e) Space education and innovation;
- f) Disaster management derived from natural phenomena;
- g) Earth observation.

Other areas of interest may be agreed upon by both Parties by mutual written consent.

ARTICLE 3 Forms of Cooperation

Cooperation in the areas mentioned in Article 2 of this MoU shall be carried out in the following forms:

- a) Implementation of joint programs and projects;
- b) Exchange of experts, information and data as well as good practices and experiences;
- c) Training for experts, specialists and other trainees in the space sector;
- d) Joint workshops, symposia and conferences.

Other forms of cooperation may be agreed upon by both Parties by mutual written consent.



Cooperation activities shall be defined and scheduled by a Steering Committee, in accordance with Article 5 below.

ARTICLE 4
Specific Cooperation Agreements

In order to carry out cooperation activities under this MoU, the Parties may conclude "Specific Cooperation Agreements" (hereinafter referred to as "SCAs") within the areas of cooperation that the Parties describe in Article 2.

Each SCA shall set out the project objectives, roles and responsibilities of the Parties, the nature and scope of the cooperation activities, the focal points, the data policy related to the publication and communication between the Parties, provisions about financial, human and material resources, procedures to be followed, the entry into force and duration, and any other provision that the Parties deem necessary.

SCAs under this Article shall also include a detailed provision regarding the liability of the Parties – in a manner consistent with each Party's respective applicable national laws and regulations, and to the extent that such laws and regulations do not substantially affect the ability of the Parties to proceed with the signing of the respective SCA and implement the respective project.

ARTICLE 5
Steering Committee



In order to coordinate their activities, the Parties shall establish a Steering Committee, composed by equal number of representatives of each Party.

The Steering Committee shall be co-chaired by the General Director of AEM and the Chairman and/or managing Director of HSA, or their designated representatives.

The Steering Committee shall be responsible for the:

- a) Identification of cooperation activities that may be carried out in the framework of SCAs, as well as the assessment of their implementation;
- b) Approval of any additional area or form of cooperation; and
- c) Examination of any question and /or issue raised in relation with the execution of this MoU.

The Steering Committee shall meet alternately in the United Mexican States and the Hellenic Republic once a year, or on the agreed periodicity and previously defined location.

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All decisions of the Steering Committee shall be taken by mutual consent of the Parties.

ARTICLE 6 Financing

The Parties shall be responsible for funding their respective activities and responsibilities, including transport and subsistence of their own personnel, and transportation of all equipment items and documentation for which each Party is responsible. The ability of the Parties to fulfil their responsibilities shall be subject to the availability of appropriate funds and to their respective funding procedures.

Each Party shall ensure the notification and consultation with the other Party in case of encountering funding problems that may affect the activities for which it is responsible. This notification shall be done as quickly as possible.

ARTICLE 7 Intellectual Property

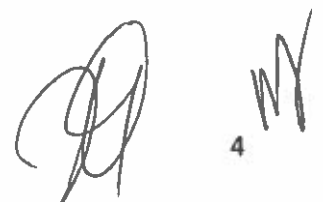
Each Party shall own intellectual property obtained by itself prior to or outside the scope of this MoU.

All intellectual property conceived or developed solely by a Party in the performance of the activities under this MoU shall be owned by such Party or its related entity, according to the laws of each country.

In case of intellectual property conceived or developed jointly by the Parties in performance of this MoU, the Parties shall conclude appropriate co-ownership agreements, dealing in particular with details on the co-ownership, the allocation of rights to or interest in such joint invention, the responsibilities, costs and actions to be taken to establish and maintain patents or similar forms of protection for each such joint invention, the procedure for the acquisition of protection of intellectual property rights related to the results, and the use of the intellectual property rights or the results, the terms and conditions of any license or other rights to be exchanged between the Parties or granted by one Party to the other Party in accordance with their applicable national laws and the provisions of the applicable relevant international conventions to which the United Mexican States and the Hellenic Republic are parties.

ARTICLE 8 Information Exchange – Non-Disclosure

The Parties agree to communicate to each other the necessary information to carry out their respective commitments, under this MoU and the SCAs, according to the following provisions:



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- a) Each Party agrees not to disclose, in any way whatsoever, information identified or marked/classified as "Proprietary and/or Confidential" (hereinafter referred to as 'Confidential Information') by the other Party during the implementation of this MoU or the SCAs without prior written authorization of the other Party. If the information is communicated verbally, its confidential nature must be confirmed in writing and marked as 'Confidential' as quickly as possible after its dissemination;
- b) Each Party agrees not to disclose the results which had been obtained during the implementation of this MoU or SCAs, unless so required by a respective Authority in compliance with relevant laws and regulations;
- c) All information communicated in confidence by one Party to the other Party, remains the property of the transmitting Party. On the latter's request, the recipient Party shall return to the transmitting Party all such information communicated in confidence as well as any copies or derived versions that might have been made.

The obligations stipulated in this Article shall not be applicable to the following information, in accordance with the provisions of the relevant national laws:

- a) Information which was in the public domain before being disclosed, or after being disclosed without any breach of this MoU or the SCAs;
- b) Information which was already known by the recipient Party before its dissemination, on condition that this Party is able to prove this with written documents;
- c) Information which was generated independently and in good faith by the recipient Party before being disclosed under this MoU or the SCAs; or
- d) Information which has not been marked as "confidential" by the transmitting Party.

In the event of termination of this MoU or the corresponding SCAs, the obligations established in this Article shall remain in force during a period of five (5) years, and in accordance with the provisions of the relevant national laws.

The Parties shall take all necessary measures to ensure that the aforementioned obligations are respected by their personnel, as well as by third parties associated, referred to in Article 14.

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ARTICLE 9
Release of Public Information

The Parties shall coordinate the release of public information relevant to the cooperation activities performed under this MoU and mention the role and contribution made by each Party.

ARTICLE 10
Import and Export of Goods

Each Party shall consult their competent authorities in order to provide each other the necessary support for the temporal import and export of goods and/or services necessary for the implementation of cooperative activities arising from this MoU, in accordance with its national laws and regulations.

Any activity undertaken by the Parties under this MoU shall comply with all relevant export control regulation in force in their respective countries.

ARTICLE 11
Labour Relationship



The personnel designated by each Party for the execution of this MoU shall continue under the direction and dependence of the institution to which they pertain and shall not create any labour relation with the other Party, which in no case shall be considered as a substitute employer.

ARTICLE 12
Exchange of Personnel

In order to achieve the objective of this MoU, each Party may host experts/scientists from the other Party for research activities or visits, as well as symposia, conferences and other academic events.

Unless otherwise agreed, the Party that sends experts/scientists shall cover all the related expenses, such as salaries, accommodations, per diem and/or any other relevant expenses as per the respective Party's internal policies and regulations.

The mentioned visiting personnel from AEM and HSA shall comply with the procedures in force in the country of the hosting Party and in the hosting Party. If necessary, the visiting personnel shall be required to sign confidentiality agreements.

 
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ARTICLE 13
Entrance and Departure of Personnel

Each Party shall consult their competent authorities in order to provide the necessary facilities for the entry, stay and departure of the personnel officially involved in the cooperation activities derived from this MoU. Such personnel shall be subject to migration, fiscal, customs, sanitary and national security provisions in force in the receiving country and shall not be able to carry out any activity other than those pertaining to their functions. The personnel shall leave the receiving country, in accordance with its national laws and regulations.

ARTICLE 14
Third Parties Associated

The Parties may jointly decide to invite third parties to participate in the cooperation activities to be carried out under a SCA.

ARTICLE 15
Settlement of Disputes

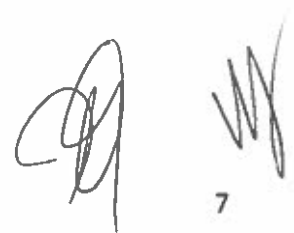
Any dispute related to the interpretation or application of this MoU shall be settled amicably by the Parties through the Steering Committee, established in Article 5.

ARTICLE 16
Final Provisions

This MoU shall enter into force upon the date of signature by the authorized representatives of the Parties and shall remain in force for a period of five (5) years, unless one of the Parties expresses its decision to terminate it, through written notice to the other Party, with at least ninety (90) days in advance.

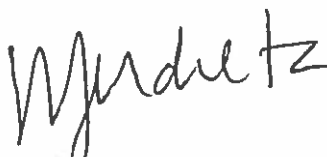
This MoU may be modified at any time by mutual written consent of the Parties, specifying the date of entry into force of such amendments. The termination of this MoU shall not affect any SCA in effect at the time of termination or expiration of this MoU, nor all ongoing programs and projects, unless otherwise agreed by the Parties.

The termination of this Memorandum shall not affect the rights and obligations of each Party under Articles 7 (Intellectual Property) and 8 (Information Exchange- Non-Disclosure), unless otherwise mutually agreed by the Parties.


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Signed in the city of Paris, France the 1st February, 2019, in two original copies, each in Spanish and English languages, being all texts equally authentic. In case of divergences of interpretation, the English text shall prevail.

**FOR THE MEXICAN SPACE AGENCY
OF THE UNITED MEXICAN STATES**



**Dr. Francisco Javier Mendieta Jiménez
General Director**

**FOR THE HELLENIC SPACE AGENCY
OF THE HELLENIC REPUBLIC**



**Mr. Christodoulos Protopapas
Chairman**