



ADMINISTRATIVE ARRANGEMENT

BETWEEN

THE EUROPEAN DEFENCE AGENCY

AND

THE EUROPEAN SPACE AGENCY

CONCERNING THE ESTABLISHMENT OF THEIR

COOPERATION

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The European Defence Agency, referred to hereinafter as “EDA”, established by the Council Joint Action (JA) 2004/551/CFSP of 12 July 2004 on the establishment of the European Defence Agency, represented by Catherine Ashton, High Representative of the Union for Foreign Affairs and Security Policy and Head of the Agency, on the one part,

and

The European Space Agency, referred to hereinafter as “ESA”, an intergovernmental organisation established by the Convention which was opened for signature in Paris on 30 May 1975 and entered into force on 30 October 1980 (hereinafter referred as the ESA Convention), represented by its Director General, Jean-Jacques Dordain, on the other part,

### **Introduction**

The mission of EDA, as defined in Article 2 of the Council Joint Action 2004/551/CFSP of 12 July 2004, is to support the Council and the Member States in their effort to improve the EU’s defence capabilities in the field of crisis management and to sustain the Common Security and Defence Policy as it stands now and develops in the future;

The purpose of ESA is, pursuant to Article II of the ESA Convention, to provide for and to promote, for exclusively peaceful purposes, cooperation among European States in space research and technology and their space applications systems, with a view to their being used for scientific purposes and for operational space applications;

EDA and ESA recognise that they have specific complementary roles and activities and that a close cooperation would bring mutual benefits and synergies thus avoiding any unnecessary duplication of effort;

The Framework Agreement between the European Union and the European Space Agency was signed on 25 November 2003 and entered into force on 28 May 2004;

An Agreement between the European Union and the European Space Agency on the Security and the Exchange of Information was signed on 18 July 2008 and entered into force on 1 August 2008 (hereinafter referred to as the EU-ESA Security Agreement);

Article XIV.1 of the ESA Convention states that the Agency may, upon decisions of the Council taken by unanimous votes of all Member States, cooperate with other international organisations and institutions and with Governments, organisations and institutions of non-member States, and conclude agreements with them to this effect;

Article 25 of the Council Joint Action 2004/551/CFSP of 12 July 2004 states that for the purpose of fulfilling its mission, EDA may enter into administrative arrangements with third States, organisations and entities;

A Resolution on the European Space Policy was approved by both the Council of the European Union and the Council of ESA on 22 May 2007, in particular Chapter I 1. and Chapter II B. 8 respectively entitled the “Vision for Europe and general Strategy” and “Security and Defence”;

A Resolution on "Taking Forward the European Space Policy" was approved by both the Council of the European Union and the Council of ESA on 26 September 2008, in particular Chapter III C. entitled "New Priorities within the European Space Policy";

"Space Council Orientations" were approved by both the Council of the European Union and the Council of ESA on 29 May 2009, in particular the second paragraph of its Preamble regarding cooperative space for security and defence activities;

A Resolution on "Global challenges: taking full benefit of European space systems" was approved by both the Council of the European Union and the Council of ESA on 25 November 2010, in particular Chapter IV entitled "The Role of Space Systems for Security Policies and the Security of Space Systems";

The progress made in the implementation of these resolutions has resulted in the development of close working relations between EDA and ESA;

The EDA Steering Board adopted Decision No 2009/43 of 17 November 2009 on Launching a European Framework Cooperation for civilian security, space and defence-related research, noting in particular possible synergies with the expertise and the activities of the European Space Agency;

The EU Council on 23 May 2011 approved the present Arrangement between EDA and ESA to be concluded by the EDA Steering Board;

The ESA Council on 8 June 2011 approved the present Arrangement between ESA and EDA and authorised the ESA Director General to sign it.

HAVE COME TO THE FOLLOWING UNDERSTANDING:

1. Definitions and Acronyms

For the purpose of this Arrangement,

- "Arrangement" means the present Administrative Arrangement concluded pursuant to the respective constituent Acts of ESA and EDA referred to in the Preamble;
- "EDA" means the European Defence Agency;
- "ESA" means the European Space Agency;
- "EU" means the European Union;
- "JA" means the Council Joint Action on the establishment of EDA 2004/551/CSFP of 14 July 2004;
- "The EDA participating Member States" means the Member States of the European Union who participate in EDA;
- "The ESA Member States" means the States who are Parties to the ESA Convention;
- "CSDP" means the Common Security and Defence Policy;
- "Observer" means the observer status as defined in Rule 23 of the ESA Council Rules of Procedures.

2. Purpose and Objectives of the Cooperation

- 2.1 The aim of this Arrangement is to provide a structured relationship and a mutually beneficial cooperation between EDA and ESA through the coordination of their respective activities taking into account their relevant responsibilities and tasks as defined in their constituent acts and fully respecting their institutional settings and operational frameworks.
- 2.2 The cooperation to be undertaken by EDA and ESA will in particular aim at exploring the added value and contribution of space assets to the development of European capabilities in the area of crisis management and CSDP, taking into account the European Space Policy. The cooperation will also seek to improve synergies between space and defence activities.

3. Modalities of the Cooperation

- 3.1. For the implementation of this Arrangement, EDA and ESA will undertake each in compliance with its own prerogatives, legal instruments and procedures, such actions as are required to achieve the purpose of the cooperation provided for in paragraph 2.
- 3.2 When implementing this Arrangement pursuant to paragraph 2 above, EDA and ESA will:
- identify those capability gaps or shortfalls that could be filled by space assets for the sustainable and effective implementation of the relevant EU policies;
  - investigate whether identified capability requirements can be shared and thus supported by both EDA and ESA;
  - coordinate research, technology and demonstration activities, including access to study results as appropriate and subject to their respective rules;

- investigate synergies between existing dedicated EDA and ESA programmes and their future evolution;
- explore synergies and coordinate activities in support of industrial competitiveness and European non-dependence issues.

3.3. Within the scope of this cooperation ESA and EDA may enter into implementing arrangements for specific projects in accordance with the rules and procedures of EDA and of ESA respectively.

#### 4. Funding

- 4.1. The activities undertaken in pursuance of this Arrangement are carried out on a voluntary and reciprocal basis, within the existing mandates and in accordance with the internal rules and procedures of EDA and of ESA respectively. Therefore, no exchange of funds is envisaged in order to carry out the activities under this Arrangement and EDA and ESA will, unless otherwise provided for in the implementing arrangements referred to in paragraph 3.3, each bear the costs of any expenditure it incurs under this Arrangement, including travel and subsistence of their respective staff and transportation of all equipment and documentation for which they are responsible.
- 4.2. In the execution of this cooperation specific activities may require specific financial arrangements, which EDA and ESA may conclude pursuant to paragraph 3.3 above and in accordance with their applicable rules and procedures.

#### 5. Consultation

EDA and ESA will consult each other regularly on matters of common interest. EDA and ESA will inform each other of any initiatives within their activities and programmes which may be of interest to the other.

#### 6. Coordination and Facilitation Mechanisms

- 6.1 Regular high level meetings between the ESA Director General and the EDA Chief Executive will be held in particular to facilitate the coordination of cooperative activities under this Arrangement.
- 6.2 EDA may be invited by the ESA Council to attend on a case by case basis, meetings of the ESA Council and/or relevant Programme Boards for agenda points on matters of common interest relating to the implementation of this Arrangement, as an “observer” through one or more representatives, without voting rights. EDA will receive relevant documents to that effect.
- 6.3 ESA may be invited by the EDA Steering Board, to attend on a case by case basis, meetings of the EDA Steering Board for agenda points on matters of common interest relating to the implementation of this Arrangement, through one or more representatives without voting rights. Upon their invitation, ESA will be entitled to also attend other relevant EDA bodies. ESA will receive relevant documents to that effect.



**7. Disclosure and Use of Information**

- 7.1 EDA and ESA will exchange all information at their disposal which may be required for the implementation of this Arrangement, subject to their respective rules and procedures.
- 7.2 Except when otherwise provided, EDA or ESA will not disclose any information exchanged in connection with this Arrangement to any third party other than those officially entitled to handle such information without the written consent of the other nor will they use it for commercial purposes. Such disclosure will extend only so far as may be necessary for the purpose of this Arrangement set out in paragraph 2 and will be treated in strict confidence when and if requested by either EDA or ESA.
- 7.3 Nothing in this Arrangement will be construed as granting or implying any rights to, or interest in, patents, patent rights, inventions, copyrights, trade secrets, trademarks, and other proprietary rights of EDA, ESA or their contractors or subcontractors or of third parties.

**8. Exchange of classified information**

Noting the EU-ESA Security Agreement, EDA and ESA agree that a security arrangement between EDA and ESA will lay down the implementing measures for the direct exchange of classified information between them in accordance with their respective applicable security regulations.

**9. Exchange of Personnel**

EDA and ESA may, on the basis of the non exchange of funds principle referred to in paragraph 4.1, exchange experts for specified periods in order to share expertise and develop mutual understanding on specific activities agreed by both EDA and ESA.

**10. Liability**

Implementing arrangements concluded pursuant to paragraph 3.3 of this Arrangement will contain, as appropriate, specific provisions allocating the risk for liabilities arising out of the execution of a specific cooperative activity.

**11. Coming into effect, Duration, Amendments and Termination**

- 11.1 This Arrangement will come into effect upon signature by both EDA and ESA.
- 11.2 This Arrangement will remain into effect for 4 years from the date of its coming into effect. It will be automatically extended for subsequent periods of 4 years unless either EDA or ESA notifies the other in writing, at least one year before the expiry of any of its periods of duration, of its intention to terminate it.
- 11.3 This Arrangement will be reviewed when either EDA or ESA extends its membership to a State not being a member of the EU or of ESA at the time of coming into effect of this Arrangement.

- 11.4 This Arrangement will terminate upon the expiry of six months after the receipt of written notification by either EDA or ESA sent by the other.
- 11.5 If pursuant to paragraphs 11.2 and 11.4 above, the Arrangement ceases to have effect on account of any such termination, its provisions will continue to apply for the period and to the extent necessary to secure the implementation of any specific implementing arrangements entered into pursuant to paragraph 3.3 above and still effective on the date upon which the present Arrangement ceases to have effect.
- 11.6 This Arrangement will be amended only by written agreement between EDA and ESA in accordance with their respective rules and procedures.

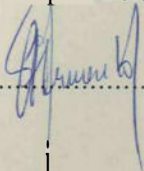
12. Settlement of Disputes

- 12.1 Any dispute in the interpretation or implementation of the terms of this Arrangement will be referred to the Director General of ESA and the Chief Executive Director of EDA for settlement.
- 12.2 Implementing arrangements as referred to in paragraph 3.3 of this Arrangement will contain their own dispute-settlement provisions, which will include the procedures and modalities for arbitration.

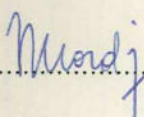
This Arrangement is drawn up in two originals in the English language. Translations of this Arrangement will be provided by EDA and ESA in accordance with their respective rules and procedures.

Signed in (\* Bourget on 20 June 2011

For the European Defence Agency

  
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For the European Space Agency

  
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