



USA No. 1 (2020)

Agreement

in the form of an Exchange of Notes between the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the United States of America on Technology Safeguards associated with United States Participation in Space Launches from the United Kingdom

Washington, 16 June 2020

[The Agreement is not in force]

*Presented to Parliament
by the Secretary of State for Foreign, Commonwealth and Development Affairs
by Command of Her Majesty
October 2020*

CORRECTION SLIP

Title: Agreement in the form of an Exchange of Notes between the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the United States of America on Technology Safeguards associated with United States Participation in Space Launches from the United Kingdom

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Correction: An examination of the Command Paper has revealed a typographical error in the Enclosure to Note 1, first paragraph of the preamble to the Agreement.

Text currently reads:

The Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the United States of America (hereinafter referred to as “Her Majesty’s Government”) (collectively hereinafter referred to as “the Parties”).

Text should read:

The Government of the United Kingdom of Great Britain and Northern Ireland (hereinafter referred to as “Her Majesty’s Government”) and the Government of the United States of America (collectively hereinafter referred to as “the Parties”).

Date of correction: 6 November 2020

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**AGREEMENT IN THE FORM OF AN EXCHANGE OF NOTES BETWEEN
THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN
AND NORTHERN IRELAND AND THE GOVERNMENT OF THE
UNITED STATES OF AMERICA ON TECHNOLOGY SAFEGUARDS
ASSOCIATED WITH UNITED STATES PARTICIPATION IN SPACE
LAUNCHES FROM THE UNITED KINGDOM**

No.1

Dr. Christopher A Ford, Assistant Secretary of State for International Security and Nonproliferation Affairs, United States of America, to Her Excellency, Karen Pierce, DCMG, Her Majesty's Ambassador to the United States of America, Foreign and Commonwealth Office.

*Washington
16 June 2020*

Excellency:

I have the honor to refer to the recent successful conclusion of negotiations between our two governments regarding an Agreement between the Government of the United States of America and the Government of the United Kingdom of Great Britain and Northern Ireland on Technology Safeguards Associated with United States Participation in Space Launches from the United Kingdom. Although the present global health emergency regrettably prevents us from meeting in person to jointly sign the agreement as originally planned, I am pleased that our two governments have decided alternatively to conclude the agreement in the form of an exchange of diplomatic notes, and in the terms set out in the enclosure to this note.

Accordingly, I have the further honor to propose that this note with its enclosure and your Excellency's affirmative note in reply shall constitute an agreement between the Government of the United States of America and the Government of the United Kingdom of Great Britain and Northern Ireland that shall, in accordance with Article X of the enclosure, enter into force on the date of the last notification in an exchange of notifications between our two governments confirming that all domestic procedures and requirements necessary for entry into force of the agreement have been fulfilled.

Accept, Excellency, the renewed assurances of my highest consideration.

CHRISTOPHER FORD

Enclosure:

As stated.

**AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED
KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND AND THE
GOVERNMENT OF THE UNITED STATES OF AMERICA ON
TECHNOLOGY SAFEGUARDS ASSOCIATED WITH UNITED STATES
PARTICIPATION IN SPACE LAUNCHES FROM THE UNITED
KINGDOM**

The Government of the United Kingdom of Great Britain and Northern Ireland (hereinafter referred to as “Her Majesty’s Government”) and the Government of the United States of America (collectively hereinafter referred to as “the Parties”).

Reaffirming their commitment to the objectives of non-proliferation and export control of launch enabling technologies, as embodied in the Missile Technology Control Regime Guidelines and the Hague Code of Conduct against Ballistic Missile Proliferation,

Desiring to expand the successful cooperation between the Parties in the Peaceful Uses of Outer Space, and noting the intention of Her Majesty’s Government to promote the peaceful commercial uses of outer space through the development of U.K. Spaceports,

Recognizing the intention of Her Majesty’s Government to enable successful related private sector enterprises in the United Kingdom and a role for the U.K. private sector in space launch activities,

Welcoming the opportunities this presents for enhanced cooperation on space science, technology and industry, as well as other related opportunities under other frameworks, including the Agreement on Scientific and Technological Cooperation signed by the Parties on 20 September 2017,

Seeking to protect advanced technologies in the context of this Agreement and strengthen collaboration in relation to space launch activity in the United Kingdom of Great Britain and Northern Ireland, and

Acknowledging the duty of U.K. authorities to exercise their functions to ensure spaceflight activities are carried out in a safe, secure and sustainable manner,

HAVE AGREED as follows:

ARTICLE I

PURPOSE

1. The purpose of this Agreement is to preclude unauthorized access to or transfer of U.S.-origin technologies associated with the launching from U.K. Spaceports of:
 - a. U.S. Launch Vehicles,
 - b. U.S. Spacecraft by means of U.S. Launch Vehicles or Foreign Launch Vehicles, and

- c. U.K. Spacecraft or Foreign Spacecraft by means of U.S. Launch Vehicles.
2. Activities relating to development and production in the United Kingdom of Great Britain and Northern Ireland of U.S. Launch Vehicles, U.S. Spacecraft, and U.S.-Related Equipment are not within the scope of this Agreement.

ARTICLE II

DEFINITIONS

For the purposes of this Agreement, the following definitions shall apply:

1. "Controlled Areas" means areas within the territorial jurisdiction of the United Kingdom of Great Britain and Northern Ireland that are designated solely by Her Majesty's Government and where it has ensured only persons who are authorized by Her Majesty's Government, the Government of the United States of America, or the governments of other countries involved in Launch Activities have access, and where Her Majesty's Government has ensured that persons authorized by the Government of the United States of America, on an uninterrupted basis, can monitor, inspect, access, accompany, and control access to U.S. Launch Vehicles, U.S. Spacecraft, U.S.-Related Equipment, and/or U.S. Technical Data for purposes of conducting Launch Activities.
2. "Foreign Launch Vehicles" means any launch vehicles, Sub-orbital Vehicles, boosters, adapters with separation systems, payload nose fairings, and/or components thereof authorized for export to the United Kingdom of Great Britain and Northern Ireland by a government other than the Government of the United States of America, or produced as part of a declared European Space Agency program, for launch from U.K. Spaceports.
3. "Foreign Spacecraft" means any payloads, spacecraft, groups of spacecraft, spacecraft systems or subsystems, spacecraft components (including satellites, groups of satellites, satellite systems or subsystems, and/or satellite components), and/or orbital transfer motors authorized for export to the United Kingdom of Great Britain and Northern Ireland by a government other than the Government of the United States of America, or produced as part of a declared European Space Agency program, for launch on U.S. or Foreign Launch Vehicles from U.K. Spaceports.
4. "Launch Activities" means all actions (including all activities relating to the reuse of reusable U.S. Launch Vehicle stages and subsystems, such as maintenance, repair, overhaul, refurbishment, reintegration, reassembly, inspection, testing, and quality assurance) associated with the launching from U.K. Spaceports of U.S. Spacecraft by means of U.S. Launch Vehicles or Foreign Launch Vehicles and the landing of U.S. Spacecraft or U.S. Launch Vehicles at U.K. Spaceports or other locations in the United Kingdom of Great Britain and Northern Ireland and the launching of U.K. Spacecraft and Foreign Spacecraft by means of U.S. Launch Vehicles, from the initial technical discussions to the launch and return of the U.S.-Related Equipment and U.S. Technical Data from the United Kingdom of Great Britain and Northern Ireland to the United States of America or other location

approved by the Government of the United States of America, and, in the event of a cancelled, anomalous (i.e. any unexpected result or performance, other than a failed launch) or failed launch, the return of U.S. Launch Vehicles, U.S. Spacecraft, U.S.-Related Equipment, U.S. Technical Data, and/or any recovered and identified components and/or debris of U.S. Launch Vehicles, U.S. Spacecraft, and/or U.S.-Related Equipment to the United States of America or other location approved by the Parties.

5. “Segregated Areas” means areas within the territorial jurisdiction of United Kingdom of Great Britain and Northern Ireland that are designated jointly by the Parties where Her Majesty’s Government has ensured only persons authorized by the Government of the United States of America have access to ensure that, on an uninterrupted basis, they can monitor, inspect, access, and control access to U.S. Launch Vehicles, U.S. Spacecraft, U.S.-Related Equipment, and/or U.S. Technical Data for purposes of conducting Launch Activities.

6. “Sub-orbital Vehicle” means a vehicle that is capable of operating above the stratosphere but the trajectory of which is not intended to achieve a complete orbit around the earth.

7. “Technology Transfer Control Plans” means any plans developed by U.S. Licensees, in consultation with U.K. Licensees, which are approved by the relevant agency or agencies of the Parties before delivery of U.S. Launch Vehicles, U.S. Spacecraft, U.S.-Related Equipment, or U.S. Technical Data to the territory of the United Kingdom of Great Britain and Northern Ireland, and which outline security measures to be implemented during Launch Activities, including in emergency situations.

8. “U.K. laws” means the laws, including statutes, regulations and byelaws, in any of the jurisdictions of the United Kingdom of Great Britain and Northern Ireland (i.e. England and Wales, Scotland and Northern Ireland).

9. “U.K. Licensees” means any persons who are identified on a relevant U.S.-issued export license or other authorizations and who are authorized under U.K. laws to carry out Launch Activities.

10. “U.K. Participants” means any persons, other than U.S. Participants, whether citizens of the United Kingdom of Great Britain and Northern Ireland or another country, who have or could have access to U.S. Launch Vehicles, U.S. Spacecraft, U.S.-Related Equipment, and/or U.S. Technical Data, and who are subject to the jurisdiction and/or control of the United Kingdom of Great Britain and Northern Ireland.

11. “U.K. Spacecraft” means any payloads, spacecraft, groups of spacecraft, spacecraft systems or subsystems, spacecraft components (including satellites, groups of satellites, satellite systems or subsystems, and/or satellite components), and/or orbital transfer motors used to conduct Launch Activities and not imported into the United Kingdom of Great Britain and Northern Ireland.

12. “U.K. Spaceport” means a site in the United Kingdom of Great Britain and Northern Ireland from which U.S. Spacecraft, U.S. Launch Vehicles, or Foreign Launch Vehicles are launched or (as the case may be) are to be launched, or any site

in the United Kingdom of Great Britain and Northern Ireland at which controlled and planned landings of U.S. Spacecraft, U.S. Launch Vehicles, or Foreign Launch Vehicles take place or (as the case may be) are to take place.

13. “U.S. Launch Vehicles” means any launch vehicles, Sub-orbital Vehicles, boosters, adapters with separation systems, payload nose fairings, and/or components thereof authorized for export by the Government of the United States of America and used to carry out Launch Activities.

14. “U.S. Licensees” means any persons issued an export license or other authorization pursuant to U.S. laws and regulations to export, reexport, or retransfer U.S. Launch Vehicles, U.S. Spacecraft, U.S.-Related Equipment, and/or U.S. Technical Data to the United Kingdom of Great Britain and Northern Ireland.

15. “U.S. Participants” means any U.S. persons who are also U.S. Licensees, their contractors, subcontractors, employees, or agents, whether citizens of the United States of America or another country, or any Government of the United States of America officials or contractors, subcontractors, employees, or agents, whether citizens of the United States of America or another country, who, in connection with the issuance of a U.S. export license, participate in Launch Activities.

16. “U.S.-Related Equipment” means support equipment, ancillary items, components, and spare parts thereof authorized for export to the United Kingdom of Great Britain and Northern Ireland by the Government of the United States of America and required to carry out Launch Activities.

17. “U.S. Spacecraft” means any payloads, spacecraft, groups of spacecraft, spacecraft systems or subsystems, spacecraft components (including satellites, groups of satellites, satellite systems or subsystems, and/or satellite components), and/or orbital transfer motors authorized for export by the Government of the United States of America and used to carry out Launch Activities.

18. “U.S. Technical Data” means information, in any form including in oral form, other than publicly available information, that is required for the design, development, production, manufacture, assembly, operation, repair, testing, maintenance, or modification of U.S. Launch Vehicles, U.S. Spacecraft, and/or U.S.-Related Equipment. Such information includes, but is not limited to, information in the form of blueprints, drawings, photographs, video materials, plans, instructions, computer software, and documentation.

ARTICLE III

GENERAL PROVISIONS

1. Her Majesty’s Government shall:
 - a. Not permit the launch from the United Kingdom of Great Britain and Northern Ireland of Foreign Spacecraft or Foreign Launch Vehicles i) owned or controlled by countries that, at the time of launch, are subject to United Nations Security Council sanctions or have governments determined by either of the Parties to have repeatedly provided support

for acts of international terrorism; or ii) identified through consultation and mutual determination of the Parties.

- b. Not permit significant quantitative or qualitative inputs of equipment, technology, manpower, or funds into essential and integral parts of Foreign Launch Vehicles, launch facilities or launch operator business of a U.K. Spaceport from countries that are not Partners (members) of the Missile Technology Control Regime, except as otherwise mutually determined between the Parties.
- c. Ensure that no U.K. Participants take possession of any U.S.-origin equipment or technology being imported to support Launch Activities, unless otherwise mutually determined by the Parties.
- d. Take any measures it considers necessary to ensure that projects related to Launch Activities, or items imported for use in these projects, are not used for other purposes, except as agreed between Her Majesty's Government and the government of the exporting country.
- e. Not use funds obtained from Launch Activities for programs for the acquisition, development, production, testing, deployment, or use of rocket or unmanned aerial vehicle systems (either in the United Kingdom of Great Britain and Northern Ireland or other countries). This paragraph does not preclude the use of such funds for the development, improvement, or maintenance of airports, ports, railroads, roads, electrical power, or communications at or leading to any U.K. Spaceport or other infrastructure that are of direct benefit to launches of U.S. Launch Vehicles, U.S. Spacecraft, U.K. Spacecraft, Foreign Spacecraft, or Foreign Launch Vehicles from U.K. Spaceports or as otherwise agreed. This paragraph does not prevent Her Majesty's Government from taking any measure to tax Launch Activities or charge fees in relation to Launch Activities or impose export duties and to use such taxes, fees, and duties for any purpose.
- f. Conclude legally binding agreements with other governments having jurisdiction or control over entities substantially involved in Launch Activities by means of Foreign Launch Vehicles, other than as part of a declared European Space Agency program. The substantive scope and provisions of these agreements shall be equivalent to those of this Agreement, except for this Article and as otherwise mutually determined between the Parties. In particular, these agreements shall obligate the other governments to require their licensees to abide by arrangements substantively equivalent to the Technology Transfer Control Plans that the Government of the United States of America requires U.S. Participants to abide by pursuant to paragraph 5 of Article IV of this Agreement.

2. For each Launch Activity, the Parties shall appoint, in consultation with each other, an entity involved in that Launch Activity to oversee the exchange of U.S. Technical Data between U.K. Participants and non-U.K. entities involved in that Launch Activity.

3. It is the intention of the Government of the United States of America, assuming consistency with U.S. laws, regulations, policies, and the provisions of this Agreement, to approve the export and import licenses or authorizations necessary to conduct Launch Activities. However, nothing in this Agreement shall restrict the authority of the Government of the United States of America to take any action with respect to such licenses and authorizations consistent with the laws, regulations, and policies of the United States of America.

4. It is the intention of Her Majesty's Government, assuming consistency with applicable U.K. laws and policies, and the provisions of this Agreement, to approve the export and import licenses or other authorizations necessary to conduct Launch Activities. However, nothing in this Agreement shall restrict the authority of Her Majesty's Government to take any action with respect to such licensing and authorizations consistent with applicable U.K. laws and policies.

5. It is the intention of Her Majesty's Government to approve the launch of U.S. Spacecraft and U.S. Sub-orbital Vehicles from U.K. territory, assuming consistency with applicable U.K. laws and policies.

6. The Parties shall develop and implement arrangements elaborating the roles, responsibilities, and procedures between relevant agencies of the United States of America and the United Kingdom of Great Britain and Northern Ireland in relation to this Agreement to protect U.S. Launch Vehicles, U.S. Spacecraft, U.S.-Related Equipment, and/or U.S. Technical Data from unauthorized disclosure. Such arrangements shall accommodate U.K. authorities in the exercise of their functions, as those functions are elaborated in such arrangements. Such arrangements shall include, but are not limited to:

- a. Custody of U.S.-origin technologies and related items;
- b. Disclosure and use of information and items;
- c. Access controls;
- d. Border controls; and
- e. Launch anomaly or failure.

ARTICLE IV

CONTROL OF U.S. LAUNCH VEHICLES, U.S. SPACECRAFT, U.S.-RELATED EQUIPMENT, AND U.S. TECHNICAL DATA

1. This Agreement specifies the technology safeguards procedures to be followed for Launch Activities, including procedures for controlling access to U.S. Launch Vehicles, U.S. Spacecraft, U.S.-Related Equipment, U.S. Technical Data, and areas containing these items at a U.K. Spaceport and associated facilities. This Agreement shall apply to all phases of Launch Activities, including activities at all facilities of the U.S. Licensees, activities at all facilities under the jurisdiction and/or control of Her Majesty's Government, and activities of the U.K. Participants and U.S. Participants. This Agreement shall also apply to all phases of transportation of U.S.

Launch Vehicles, U.S. Spacecraft, U.S.-Related Equipment, and/or U.S. Technical Data.

2. Except as described in Article VI and Article VIII, paragraph 3, of this Agreement, or as authorized in advance by export licenses issued by the Government of the United States of America, or as otherwise authorized in advance by the Government of the United States of America, Her Majesty's Government shall take all necessary measures, as mutually determined, to prevent unescorted or unmonitored access, including through any technical means, by unauthorized persons to U.S. Launch Vehicles, U.S. Spacecraft, U.S.-Related Equipment, U.S. Technical Data, and Segregated Areas.

3. For any Launch Activities, the Parties shall take all necessary measures, as mutually determined, to ensure that U.S. Participants who are authorized by the Government of the United States of America for such purposes ("authorized U.S. Participants") retain control of U.S. Launch Vehicles, U.S. Spacecraft, U.S.-Related Equipment, and U.S. Technical Data, unless otherwise authorized by the Government of the United States of America. To this end, Her Majesty's Government shall make available Segregated Areas and Controlled Areas for the processing, assembly, mating, and launch of U.S. Launch Vehicles and U.S. Spacecraft by U.S. Licensees who are authorized by the Government of the United States of America for such purposes ("authorized U.S. Licensees") and permit authorized U.S. Participants to control access to the Segregated Areas. The Government of the United States of America shall notify Her Majesty's Government of the U.S. Participants who are authorized to control access to Segregated Areas, and, if Her Majesty's Government notifies the Government of the United States of America of concerns about any such persons, the Parties shall consult. The boundaries of the Segregated Areas and Controlled Areas shall be clearly designated. Activities relating to the reuse of reusable U.S. Launch Vehicle stages and subsystems (such as maintenance, repair, overhaul, refurbishment, integration, assembly, inspection, testing, and quality assurance) may take place in Segregated Areas and Controlled Areas.

4. Each Party shall ensure that all persons under the jurisdiction and/or control of that Party who participate in or otherwise have access to Launch Activities adhere to the procedures specified in this Agreement.

5. The Government of the United States of America shall require U.S. Licensees involved in Launch Activities at a U.K. Spaceport, associated facilities, or other designated locations in the United Kingdom of Great Britain and Northern Ireland to conclude a Technology Transfer Control Plan reflecting and containing the relevant elements of this Agreement. Her Majesty's Government shall ensure that U.K. Participants comply with their obligations as set forth in Technology Transfer Control Plans. The Government of the United States of America shall ensure that U.S. Participants comply with their obligations as set forth in Technology Transfer Control Plans. In the event of any conflict between the provisions of this Agreement and the provisions of any Technology Transfer Control Plans, the provisions of this Agreement shall prevail.

6. The Government of the United States of America shall employ its best efforts to ensure continuity of any U.S. license or authorization related to the completion of Launch Activities. If the Government of the United States of America determines that any provision of this Agreement or Technology Transfer Control Plans for any Launch Activities may have been violated, it may suspend or revoke any export license or authorization related to such Launch Activities.

- a. In the event that any such export license or authorization is suspended or revoked, the Government of the United States of America shall promptly notify Her Majesty's Government and explain the reasons for its decision.
- b. In the event the Government of the United States of America revokes any such export license or authorization, Her Majesty's Government shall not interfere with and, if necessary, shall facilitate the expeditious return to the United States of America or other location approved by the Parties, in accordance with the U.S. export license or authorization, of U.S. Launch Vehicles, U.S. Spacecraft, U.S.-Related Equipment, or U.S. Technical Data that were brought into the territory of the United Kingdom of Great Britain and Northern Ireland.

7. Her Majesty's Government shall employ its best efforts to ensure continuity of U.K. licenses or other agreements for completion of Launch Activities. If Her Majesty's Government determines that any provision of this Agreement or Technology Transfer Control Plans for any Launch Activities may have been violated, it may, after consulting the U.K. Licensee, suspend or revoke any licenses or agreements related to such Launch Activities.

8. If any such licenses or agreements are suspended or revoked, Her Majesty's Government shall promptly notify the Government of the United States of America and explain the reasons for its decision.

ARTICLE V

DISCLOSURE AND USE OF CERTAIN INFORMATION AND ITEMS

1. This Agreement does not permit U.S. Participants to provide, and the Government of the United States of America shall prohibit U.S. Participants from providing, any assistance to the U.K. Participants relating to the design, development, engineering, manufacture, production, assembly, testing, repair, maintenance, modification, operation, processing, or use of U.S. Launch Vehicles, U.S. Spacecraft, and/or U.S.-Related Equipment unless such assistance is authorized by the Government of the United States of America. This Agreement does not permit the disclosure of any information related to U.S. Launch Vehicles, U.S. Spacecraft, and/or U.S.-Related Equipment by U.S. Participants or anyone else subject to U.S. law, unless the disclosure is specifically authorized by the Government of the United States of America.

2. Her Majesty's Government shall not retransfer and shall prohibit the retransfer by U.K. Participants of any U.S. Launch Vehicles, U.S. Spacecraft, U.S.-Related

Equipment, and/or U.S. Technical Data without the prior written approval of the Government of the United States of America and in accordance with mutually determined procedures. Her Majesty's Government shall not use and shall take any measures it considers necessary to ensure that U.K. Participants do not use U.S. Launch Vehicles, U.S. Spacecraft, U.S.-Related Equipment, and/or U.S. Technical Data for purposes other than purposes specified in the U.S. license information and/or Government of the United States of America retransfer authorization information provided by the U.S. Licensees to the U.K. Licensees.

3. The Government of the United States of America shall take any measures it considers necessary to ensure that the U.S. Licensees provide the U.K. Licensees with the necessary information from the U.S. license and/or Government of the United States of America retransfer authorization, including information on the controlled nature of items transferred pursuant to the license or authorization. Her Majesty's Government shall take any measures it considers necessary to ensure that the U.K. Licensees provide Her Majesty's Government with this information.

4. Each Party shall handle and safeguard any classified information of the other Party it obtains pursuant to activities carried out under this Agreement in accordance with its applicable laws and regulations and the U.S.-U.K. General Security of Information Agreement, effected by exchange of notes dated April 14, 1961, as amended.

ARTICLE VI

ACCESS CONTROLS

1. For any Launch Activities, the Parties shall oversee and monitor implementation of Technology Transfer Control Plans. Her Majesty's Government shall permit and facilitate oversight and monitoring of Launch Activities by the Government of the United States of America. If the Government of the United States of America chooses not to implement any of the controls referred to in this Article or in Article VII of this Agreement in particular circumstances, it shall notify Her Majesty's Government.

2. The Parties shall ensure that only authorized U.S. Participants shall, on a 24-hour basis, control access to (1) U.S. Launch Vehicles, U.S. Spacecraft, U.S.-Related Equipment, and/or U.S. Technical Data, whether located in Controlled Areas, Segregated Areas, or elsewhere, throughout equipment/component transportation, construction/installation, mating/de-mating, test and checkout, launch preparations, U.S. Launch Vehicle/U.S. Spacecraft launch, and return of reusable U.S. Launch Vehicles, U.S.-Related Equipment, and U.S. Technical Data to the United States of America or other location approved by the Government of the United States of America and (2) Segregated Areas.

3. Officials of the Government of the United States of America present at a U.K. Spaceport or at other facilities in connection with Launch Activities shall have unimpeded access at all times to inspect, whether located in Controlled Areas, Segregated Areas, or elsewhere, U.S. Launch Vehicles, U.S. Spacecraft, U.S.-Related Equipment, and/or U.S. Technical Data that is provided by the U.S.

Licensees to the U.K. Participants. The Government of the United States of America intends to give prior notice of such inspections to Her Majesty's Government or to the U.K. Participants. The Government of the United States of America, including through U.S. Licensees, shall have the right to inspect and monitor, including electronically through a closed-circuit television system and other electronic devices compatible with conditions for preparation and launch of U.S. Launch Vehicles and compatible with launch safety requirements: Segregated Areas and/or Controlled Areas as set forth in the Technology Transfer Control Plans where U.S. Launch Vehicles, U.S. Spacecraft, U.S.-Related Equipment, and U.S. Technical Data are located, including the "especially clean" portion for working with U.S. Spacecraft after U.S. Spacecraft are mated with U.S. Launch Vehicles or Foreign Launch Vehicles, or after U.K. Spacecraft and/or Foreign Spacecraft are mated with U.S. Launch Vehicles. The Government of the United States of America shall have the right to have U.S. Participants accompany U.S. Launch Vehicles and/or U.S. Spacecraft along the route that they may follow to launch pads. The Government of the United States of America shall ensure that the U.S. Licensees, on behalf of the Government of the United States of America, coordinate the specifications and technical characteristics of any electronic monitoring devices with U.K. Licensees.

4. U.K. authorities shall have access to Segregated Areas, U.S. Technical Data, U.S. Launch Vehicles, U.S. Spacecraft and U.S.-Related Equipment in the course of their functions in accordance with procedures mutually determined by the Parties, to undertake their functions and to protect U.S. Launch Vehicles, U.S. Spacecraft, U.S.-Related Equipment, and U.S. Technical Data from unauthorized disclosure.

5. Her Majesty's Government intends to give timely notice to the Government of the United States of America of any operations that may create a conflict between the access control and observation requirements specified by the Parties so that suitable arrangements can be mutually determined to safeguard U.S. Launch Vehicles, U.S. Spacecraft, U.S.-Related Equipment, and U.S. Technical Data. Her Majesty's Government shall ensure that the U.S. Licensees are permitted, on an uninterrupted basis, to monitor, access, and accompany U.S. Launch Vehicles, U.S. Spacecraft, U.S.-Related Equipment, and/or U.S. Technical Data, and that authorized U.S. Participants are permitted, on an uninterrupted basis, to control access to Segregated Areas.

6. Her Majesty's Government shall ensure that all U.K. Participants visibly display identification badges while performing duties associated with Launch Activities. Access to Segregated Areas shall be controlled by the Government of the United States of America or by the authorized U.S. Participants by means of badges that are issued only by the Government of the United States of America or by authorized U.S. Licensees and that display the bearer's name and photograph.

7. The Government of the United States of America shall ensure that U.S. Participants are required, except in exigent circumstances, to notify Her Majesty's Government when they are authorized by the Government of the United States of America to access Segregated Areas. If Her Majesty's Government has a concern regarding a person identified in such a notification, it shall promptly inform the U.S. Participants, and, as appropriate, the Government of the United States of America, so that the Parties may consult about the matter.

8. Access to areas, facilities and premises of a U.K. Spaceport that are not within Segregated Areas shall be controlled by Her Majesty's Government or U.K. Participants in accordance with the provisions of this Agreement and shall be granted in accordance with information on identification badges issued by Her Majesty's Government or by a person who is authorized to issue identification badges by a license under the Space Industry Act 2018 (Chapter 5), an Act of the United Kingdom, or under other applicable U.K. laws. In any instance in which U.S. Launch Vehicles, U.S. Spacecraft, U.S.-Related Equipment, and/or U.S. Technical Data are present in Controlled Areas, Her Majesty's Government shall permit authorized U.S. Participants to monitor, access, accompany, and control access to these U.S. Launch Vehicles, U.S. Spacecraft, U.S.-Related Equipment, and/or U.S. Technical Data.

ARTICLE VII

PROCESSING PROCEDURES

1. TRANSPORTATION OF U.S. LAUNCH VEHICLES, U.S. SPACECRAFT, U.S.-RELATED EQUIPMENT, AND U.S. TECHNICAL DATA, INCLUDING CUSTOMS PROCESSING

- a. All transportation of U.S. Launch Vehicles, U.S. Spacecraft, U.S.-Related Equipment, and U.S. Technical Data to or from the United Kingdom of Great Britain and Northern Ireland must be authorized in advance by the Government of the United States of America, and these items may, at the discretion of the Government of the United States of America, be accompanied and monitored during transport by authorized U.S. Participants.
- b. Any U.S. Launch Vehicles, U.S. Spacecraft, U.S.-Related Equipment, and/or U.S. Technical Data transported to or from the territory of the United Kingdom of Great Britain and Northern Ireland and packed in appropriately sealed containers shall not be opened for inspection while in the territory of the United Kingdom of Great Britain and Northern Ireland, except in circumstances and in accordance with procedures mutually determined by the Parties, to protect U.S. Launch Vehicles, U.S. Spacecraft, U.S.-Related Equipment, and U.S. Technical Data from unauthorized disclosure. The appropriate U.K. authorities shall be provided by the Government of the United States of America or a U.S. Participant with a package list with a written statement of the contents of the aforementioned sealed containers to establish the identity of the goods with reasonable specificity.
- c. The Government of the United States of America shall require U.S. Licensees to provide written assurances that the sealed containers referred to in paragraph 1.b. of this Article do not contain any freight or equipment unrelated to Launch Activities.

- d. U.S. Participants shall go through passport and customs control in the United Kingdom of Great Britain and Northern Ireland in accordance with the procedures defined by applicable U.K. laws.
- e. Her Majesty's Government shall employ its best efforts to facilitate the entry of U.S. Participants into the United Kingdom of Great Britain and Northern Ireland for Launch Activities.

2. PREPARATIONS AT U.K. SPACEPORTS AND ASSOCIATED FACILITIES

- a. Her Majesty's Government shall permit U.K. Participants to participate in unloading vehicles transporting U.S. Launch Vehicles, U.S. Spacecraft, U.S.-Related Equipment or U.S. Technical Data, and in delivering sealed containers to the Segregated Areas and/or Controlled Areas only if they are under the supervision of U.S. Participants. Her Majesty's Government shall not permit the U.K. Participants access to Segregated Areas or to such U.S. Launch Vehicle or U.S. Spacecraft preparation areas for any purpose while U.S. Launch Vehicles, U.S. Spacecraft, or any U.S.-Related Equipment are being assembled, installed, tested, prepared, and/or integrated unless they are escorted at all times by U.S. Participants or are specially authorized by the Government of the United States of America.
- b. The Parties shall permit either U.S. Participants or U.K. Participants to add propellant to U.S. Launch Vehicles and U.S. Spacecraft and to test U.S. Launch Vehicles and U.S. Spacecraft. The Parties agree that when not in Segregated Areas, U.S. Launch Vehicles, U.S. Spacecraft and/or U.S.-Related Equipment shall be accompanied by U.S. Participants during the conduct of Launch Activities, including while being transferred to the launch pads.

3. PROCEDURES FOLLOWING A NORMAL LAUNCH

Following a normal launch, the Parties shall ensure that only U.S. Participants are permitted to dismantle U.S.-Related Equipment, unless U.K. Participants are specifically authorized by the Government of the United States of America to do so. The Parties shall ensure that dismantled U.S.-Related Equipment, together with U.S. Technical Data, is returned to locations approved by the Parties, and that such U.S.-Related Equipment and U.S. Technical Data may be accompanied during transport by authorized U.S. Participants. U.S.-Related Equipment and other items subject to U.S. export control that remain in the United Kingdom of Great Britain and Northern Ireland pursuant to a project no longer engaging in Launch Activities at a U.K. Spaceport shall be destroyed in place or removed from the United Kingdom of Great Britain and Northern Ireland in a manner approved by the Parties.

4. RECOVERY AND RETURN OF U.S. LAUNCH VEHICLES, U.S. SPACECRAFT, AND U.S.-RELATED EQUIPMENT FOLLOWING A NORMAL LAUNCH

Following a normal launch, Her Majesty's Government shall permit U.K. Participants, if specifically authorized by the Government of the United States of

America, to take part in the recovery of reusable U.S. Launch Vehicles and U.S.-Related Equipment at a U.K. Spaceport or at locations in the United Kingdom of Great Britain and Northern Ireland other than a U.K. Spaceport only if they are under the supervision of U.S. Participants. Her Majesty's Government shall ensure the immediate return of all identified U.S. Launch Vehicles, U.S. Spacecraft, U.S.-Related Equipment, and/or components thereof that are recovered to the United States of America or other location approved by the Parties without such components being recorded or photographed by U.K. Participants, except as authorized by the Parties and in accordance with mutually determined procedures. Her Majesty's Government shall permit authorized U.S. Participants to accompany and monitor reusable U.S. Launch Vehicles, U.S.-Related Equipment, and/or components thereof throughout the transport route to the U.S. Launch Vehicle preparation area, where, if needed, U.S. Launch Vehicles shall be repaired. Where recovery of reusable U.S. Launch Vehicles is planned to take place in the territory of another country, the Parties shall enter into consultations with that country with a view to concluding arrangements and procedures to protect U.S. Launch Vehicles, U.S. Spacecraft, and U.S.-Related Equipment from unauthorized use or activity and U.S. Technical Data from unauthorized disclosure.

ARTICLE VIII

LAUNCH DELAY, CANCELLATION, ANOMALY OR FAILURE

1. LAUNCH DELAY

In the event of a launch delay, Her Majesty's Government shall permit U.S. Participants to monitor, on an uninterrupted basis, access to U.S. Launch Vehicles, U.S. Spacecraft, U.S.-Related Equipment, and U.S. Technical Data. Her Majesty's Government shall permit U.S. Participants to be present, and U.K. Participants shall notify U.S. Participants in advance, if U.S. Spacecraft are exposed or are removed from U.S. Launch Vehicles or Foreign Launch Vehicles after such U.S. Spacecraft have been mated to U.S. Launch Vehicles or Foreign Launch Vehicles. Her Majesty's Government shall permit U.S. Participants to monitor and accompany U.S. Launch Vehicles and U.S. Spacecraft from the launch pad, throughout the transport route to the U.S. Launch Vehicle and/or U.S. Spacecraft preparation area, where, if needed, U.S. Launch Vehicles and U.S. Spacecraft shall be repaired and await remating. The provisions of Article VII of this Agreement shall apply to any subsequent Launch Activities.

2. LAUNCH CANCELLATION

In the event of a launch cancellation, the Parties shall ensure that U.S. Participants are permitted to monitor, on an uninterrupted basis, access to U.S. Launch Vehicles, U.S. Spacecraft, U.S.-Related Equipment, and/or U.S. Technical Data. Her Majesty's Government shall permit U.S. Participants to be present, and U.K. Participants shall notify U.S. Participants in advance, if U.S. Spacecraft are exposed or are removed from U.S. Launch Vehicles or Foreign Launch Vehicles after they are mated. Her Majesty's Government shall permit U.S. Participants to monitor and accompany U.S. Launch Vehicles and U.S. Spacecraft from the launch pad,

throughout the transport route to Segregated Areas and/or Controlled Areas, where they will await return to the United States of America or other location approved by the Government of the United States of America. Her Majesty's Government shall permit U.S. Participants to monitor, and U.K. Participants shall notify U.S. Participants of, the loading of U.S. Launch Vehicles, U.S. Spacecraft, U.S.-Related Equipment, and/or U.S. Technical Data onto a vehicle, and the vehicle must be approved by the Government of the United States of America.

3. LAUNCH ANOMALIES OR FAILURE

- a. In the event of a launch anomaly or failure, Her Majesty's Government shall permit U.S. Participants to assist in the search for and recovery of any U.S. Launch Vehicles, U.S. Spacecraft, U.S.-Related Equipment, and/or components or debris thereof from all accident sites in locations subject to the jurisdiction or control of Her Majesty's Government. Her Majesty's Government shall ensure that U.S. Government emergency search personnel have access to the accident site or sites, unless operational imperatives to be mutually determined by the Parties require otherwise. If there is reason to believe that the search and recovery of the U.S. Launch Vehicle, U.S. Spacecraft, U.S.-Related Equipment, and/or components or debris thereof will affect the interests of a third state, the Parties shall consult expeditiously with the government of that state regarding the coordination of procedures for conducting search operations, without prejudice to the rights and obligations of all concerned states under international law, including those arising out of the Agreement on the Rescue of Astronauts, the Return of Astronauts, and the Return of Objects Launched into Outer Space opened for signature on April 22, 1968.
- b. Her Majesty's Government shall ensure that a "debris recovery site" for the storage of identified U.S. Launch Vehicles, U.S. Spacecraft, U.S.-Related Equipment, and/or components or debris thereof, which is subject to the provisions of Article VI, is located at a U.K. Spaceport and/or another location agreed to by the Parties. Access to any such location shall be controlled as a Segregated Area and as provided in Article VI of this Agreement, as appropriate.
- c. The Parties shall ensure that only U.S. Participants are permitted to dismantle and destroy recovered U.S. Launch Vehicles, U.S. Spacecraft, U.S.-Related Equipment, and/or components or debris thereof, unless the Government of the United States of America specifically authorizes U.K. Participants to do so, and they act in accordance with procedures that are mutually determined by the Parties.
- d. Her Majesty's Government shall ensure the return of all identified U.S. Launch Vehicles, U.S. Spacecraft, U.S.-Related Equipment, and/or components or debris thereof recovered by the U.K. Participants to authorized U.S. Participants (unless such items are destroyed prior to return consistent with paragraph 3.c. of this Article) without such items or debris being recorded or photographed in any way, except in

circumstances and in accordance with procedures mutually determined by the Parties, to protect U.S. Launch Vehicles, U.S. Spacecraft, U.S.-Related Equipment, and U.S. Technical Data from unauthorized disclosure. U.K. authorities shall conduct any such recording or photography only if accompanied and observed by U.S. Participants authorized by the Parties, except in circumstances and in accordance with procedures mutually determined by the Parties, and shall take all necessary measures to prevent unauthorized public disclosure of any information collected about U.S. Launch Vehicles, U.S. Spacecraft, U.S.-Related Equipment, and U.S. Technical Data.

- e. The Government of the United States of America and Her Majesty's Government agree to authorize the U.S. Licensees and the U.K. Licensees respectively, through licenses, permits or authorizations, to provide, to the extent the national security interests and foreign policy of the respective States permit, information necessary to determine the cause of the launch anomaly or failure.

ARTICLE IX

IMPLEMENTATION

1. The Parties shall consult, at the request of either Party, to review the implementation of this Agreement, with particular emphasis on identifying any adjustments that may be required to maintain the effectiveness of controls over technology transfer.
2. Any dispute between the Parties regarding the interpretation and implementation of this Agreement shall be resolved by consultation through diplomatic channels.

ARTICLE X

ENTRY INTO FORCE, AMENDMENTS AND TERMINATION

1. This Agreement shall enter into force on the date of the last notification in an exchange of notifications between the Parties confirming that all domestic procedures and requirements necessary for the Agreement's entry into force have been fulfilled.
2. This Agreement may be amended by written agreement between the Parties.
3. This Agreement may be terminated by either Party by written notification to the other Party of its intention to terminate this Agreement. Termination of this Agreement shall take effect upon the expiration of one year from the date of the written notification.
4. The obligations of the Parties set out in this Agreement concerning security, disclosure and use of information, and return to the United States of America or other location approved by the Government of the United States of America of U.S.

Launch Vehicles, U.S. Spacecraft, U.S.-Related Equipment, and/or U.S. Technical Data from a delayed or cancelled launch or launch anomaly, or U.S. Launch Vehicles, U.S. Spacecraft, U.S.-Related Equipment, and/or components or debris thereof resulting from a failed launch, shall continue to apply after the termination of this Agreement.”

No.2

Her Excellency, Karen Pierce, DCMG, Her Majesty's Ambassador to the United States of America, Foreign and Commonwealth Office to Dr. Christopher Ford, Assistant Secretary of State for International Security and Nonproliferation Affairs, United States of America.

*Washington
16 June 2020*

Your Excellency

I have the honour to refer to your note with its enclosure dated today that proposes an Agreement between the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the United States of America on Technology Safeguards Associated with United States Participation in Space Launches from the United Kingdom, and which reads as follows:

As in ‘No 1’

I have the further honour on behalf of the Government of the United Kingdom of Great Britain and Northern Ireland to confirm that the proposal contained in your note, with its enclosure, is acceptable to the Government of the United Kingdom of Great Britain and Northern Ireland and to confirm that your note, with its enclosure, and this note in reply shall constitute an agreement between our two governments that shall, in accordance with Article X of the enclosure to your note, enter into force on the date of the last notification in an exchange of notifications between our two governments confirming that all domestic procedures and requirements necessary for entry into force of the agreement have been fulfilled.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest consideration.

KAREN PIERCE

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Arrangement
between
the Government of the United States of America
and
the Government of the United Kingdom of Great Britain and Northern Ireland
relating to
the Agreement between the Government of the United
States of America and the Government of the United Kingdom of Great Britain and Northern
Ireland
on
Technology Safeguards Associated with United States Participation in Space Launches from the
United Kingdom

The Government of the United States of America ("the U.S. Government") and the Government of the United Kingdom of Great Britain and Northern Ireland ("Her Majesty's Government") (together, "the Partners") have reached the following understandings regarding the Agreement between the Government of the United States of America and the Government of the United Kingdom of Great Britain and Northern Ireland on Technology Safeguards Associated with United States Participation in Space Launches from the United Kingdom effected by an exchange of notes at Washington on the 16th day of June, 2020 (the "Agreement"):

Paragraph 1: Objectives

- I. Her Majesty's Government intends to ensure that U.K. Authorities collaborate with the relevant agencies of the United States of America in support of the purpose of the Agreement in accordance with this Arrangement, as envisaged in Article III, paragraph 6 of the Agreement.
2. The U.S. Government is expected to authorize the activities described in this Arrangement via U.S. export licenses and other authorizations. Such authorization may be requested by U.S. Licensees, U.K. Licensees, U.K. Authorities, or Her Majesty's Government prior to Launch Activities, and the authorization is expected to be secured prior to U.K. Authorities carrying out the functions described in this Arrangement.

Paragraph 2: General Provisions

- I. Terms used in this Arrangement are intended to have the same meaning as they have in the Agreement.
2. In addition, for the purposes of this Arrangement:
 - (a) "functions" means functions arising under applicable U.K. laws;

- (b) "Her Majesty's Armed Forces" means the Royal Navy, the Royal Marines, the Royal Air Force and the army together with the civilian component thereof and any of the forces of Her Majesty raised in the United Kingdom and for the time being serving in the United Kingdom;
- (c) "Her Majesty's Coastguard" means the section of the U.K. Maritime and Coastguard Agency, an executive agency of the Department for Transport, responsible for the initiation and coordination of all maritime search and rescue services within the U.K. maritime search and rescue region;
- (d) "U.K. AAIB" means the Air Accidents Investigation Branch for the United Kingdom of Great Britain and Northern Ireland;
- (e) "U.K. Accident Investigation Authorities" means the U.K. AAIB, the U.K. DAIB, and the U.K. MAIB;
- (f) "U.K. Authorities" means the U.K. Accident Investigation Authorities, U.K. Border Authorities, U.K. Death Investigation Authorities, U.K. Emergency Authorities, U.K. Law Enforcement Authorities, Her Majesty's Armed Forces and the U.K. Regulatory Authorities;
- (g) "U.K. Border Authorities" means Her Majesty's Revenue and Customs (HMRC) and any other competent authority for customs matters, the Border Force, and the U.K. National Crime Agency;
- (h) "U.K. DAIB" means the Defence Accident Investigation Branch which forms part of the U.K. Defence Safety Authority established by the Secretary of State for Defence;
- (i) "U.K. Death Investigation Authorities" means coroners in England and Wales and in Northern Ireland and the Crown Office and Procurator Fiscal Service in Scotland;
- (j) "U.K. Emergency Authorities" means the fire and rescue services, the ambulance services, and Her Majesty's Coastguard of the United Kingdom of Great Britain and Northern Ireland or any of its jurisdictions;
- (k) "U.K. HSE" means the Health and Safety Executive (for England, Wales and Scotland);
- (l) "U.K. Law Enforcement Authorities" means the U.K. Police, the U.K. Border Authorities and the Crown Office and Procurator Fiscal Service in Scotland;
- (m) "U.K. MAIB" means the Marine Accident Investigation Branch of the United Kingdom of Great Britain and Northern Ireland;
- (n) "U.K. Police" means the police forces and services of any of the jurisdictions of the United Kingdom of Great Britain and Northern Ireland;
- (o) "U.K. Regulatory Authorities" means:
- (i) the U.K. Secretary of State or such other body as the Secretary of State may appoint,
 - (ii) the U.K. Space Agency,

- (iii) the U.K. Civil Aviation Authority,
- (iv) the U.K. HSE,
- (v) the U.K. Office for Nuclear Regulation,
- (vi) the U.K. Maritime and Coastguard Agency, and
- (vii) such other body as Her Majesty's Government may notify in writing to the U.S. Government from time to time;

(p) "U.K. Strategic Export Control Licensing Authority" means the U.K. Secretary of State acting through the Export Control Joint Unit, which administers the export control of the United Kingdom of Great Britain and Northern Ireland; and

(q) "U.S. Technology" means U.S. Launch_ Vehicles, U.S. Spacecraft, U.S.-Related Equipment, components or debris thereof, and/or U.S. Technical Data.

3. Each Partner intends to appoint a liaison officer whom the other Partner may contact to discuss issues concerning this Arrangement.

4. In the event of any conflict between a provision in this Arrangement and the Agreement, the Agreement's provisions are expected to prevail.

Paragraph 3: Custody of U.S. Technology and Photographs and Recordings Thereof

1. For the purposes of the activities described in Article III, sub-paragraph 1(c), Article IV, paragraphs 2 and 3, Article V, paragraph 2, Article VII, paragraphs 3 and 4, and Article VIII paragraphs 3(c) and 3(d) of the Technology Safeguards Agreement, the Partners mutually decide that any of the U.K. Authorities may need to take U.S. Technology, and photographs and recordings of U.S. Technology, into secure custody where required for the purposes of fulfilling their functions (including for any investigation, prosecution, or in response to an emergency situation, accident, incident or launch anomaly), in accordance with the requirements of applicable U.K. laws.

2. If the need arises for any of the U.K. Authorities to take custody of U.S. Technology, or to photograph or record it, the relevant U.K. Authority is expected:

(a) to consult in advance wherever possible with the U.S. Government and to be accompanied and observed by U.S. Participants, except in exigent circumstances;

(b) to take all practicable steps to safeguard the U.S. Technology, and any photograph or recording thereof, from unauthorised disclosure, consistent with this Arrangement, pending its return to the U.S. Government, as soon as practicable; and

(c) wherever possible to provide the U.S. Government with descriptions of the U.S. Technology, and any photograph or recording thereof, and information about the methods of storage and access control when in custody.

3. The U.K. Authorities are expected to engage with the relevant agencies in the United States of America with a view to further elaborating safeguards for U.S. Technology taken into custody under this Paragraph, including consideration of whether, and under what circumstances and conditions, it

may be held in custody by U.S. officials, with appropriate access for the U.K. officials, or where this is not practicable, with appropriate access for U.S. officials when held in custody by U.K. officials.

4. At the conclusion of any investigation or court proceeding involving U.S. Technology, or photograph or recording thereof, that has been held in custody by U.K. officials, the U.K. Authorities are expected, to the extent permitted by applicable U.K. laws, to take all possible steps to ensure that any such item is returned or destroyed in such manner as the Partners jointly decide.

5. In the event of any request for release into the public domain for information about the U.S. Technology, or for a recording or photograph thereof, Her Majesty's Government intends to ensure that the U.K. Authorities, subject to their legal obligations, including under any applicable U.K. laws on freedom of information, utilize applicable legal grounds that allow such information and items to be withheld from public release and consult with the U.S. Government in this process.

Paragraph 4: Disclosure and Use of Information

I. In relation to Article V, paragraph 1 of the Agreement, and where consistent with the applicable U.S. laws and regulations, the U.S. Government intends to authorize U.S. Participants to provide to the U.K. Authorities any information or permit access to witnesses that is necessary to enable the relevant U.K. Authority to perform its functions.

2. Her Majesty's Government intends to ensure that the U.K. Authorities:

- (a) ensure that any information supplied under sub-paragraph I of this Paragraph is used only for the purposes of performing their functions;
- (b) take all practicable steps to protect the confidentiality and integrity of such information; and
- (c) comply with Article V, paragraph 4 of the Agreement, if any of the information is classified.

Paragraph 5: Access Controls

1. Where the Agreement requires that only persons authorized by the U.S. Government may control access to an area or to U.S. Technology, and any of the U.K. Authorities needs access to that area or that U.S. Technology to fulfil its functions, the U.S. Government intends to provide the necessary authorization under U.S. law to allow the U.S.-authorized person who controls such access to promptly grant to the relevant U.K. Authority that access, as well as access to witnesses, where consistent with applicable U.S. laws and regulations.

2. The U.K. Authorities are expected to take all practicable steps to comply with U.S. licenses and authorizations and protect U.S. Technology from unauthorised disclosure, including the following:

- (a) appropriately brief any of their officials who have access to Segregated Areas and Controlled Areas on the requirements to protect U.S. Technology;
- (b) ensure that, unless exigent circumstances arise, U.S. Participants are present during the period of access by the U.K. Authorities; and

- (c) follow the procedures in Paragraph 3 of this Arrangement if the U.K. Authorities need to photograph, record, or take custody of any U.S. Technology for the purpose of fulfilling their functions.

Paragraph 6: Border Controls

I. For the purposes of Article VII, sub-paragraph 1(b) of the Agreement, the Partners jointly decide that sealed containers containing U.S. Technology may be opened for inspection by the U.K. Border Authorities while in the territory of the United Kingdom of Great Britain and Northern Ireland only where this is necessary for the U.K. Border Agencies to fulfil their functions:

- (a) to prevent the import or export of prohibited or unauthorised goods into or from the United Kingdom of Great Britain and Northern Ireland, or
- (b) to prevent fraud on the revenue.

2. If any item of U.S. Technology is being returned to the United States of America because of launch failure or because the item is surplus to requirements, the U.K. Border Authorities may have the need to carry out inspections on it and may have the need to supply it to the U.K. Strategic Export Control Licensing Authority for assessment of the control status of the items being exported.

3. For the purposes of Article VII, paragraph 4, of the Agreement, compliance officers acting on behalf of the U.K. Strategic Export Licensing Authority to ensure the immediate return of U.S. Technology through the use of the appropriate U.K.-granted open export licenses may need to carry out inspections and investigations to ensure compliance with the use of those licenses and in the exercise of their functions.

4. In carrying out any inspection under this Paragraph, the U.K. Border Authorities are expected to comply with all applicable U.S. licenses or authorizations, and take all practicable steps to protect U.S. Technology from unauthorised disclosure, including the following:

- (a) providing reasonable prior notice where possible to the U.S. Government;
- (b) inspecting in the presence of U.S. Participants, unless exigent circumstances arise;
- (c) inspecting by means of visual and/or the least intrusive methods to avoid and minimise damage;
- (d) taking into account the necessity of maintaining the physical integrity of sealed containers and their contents, particularly those that are sealed and certified as to the necessary levels of cleanliness for space activity;
- (e) ensuring that transportation containers are opened by a U.S. Participant in the presence of the U.K. Border Authorities, unless exigent circumstances arise;
- (f) acting in a timely fashion and on a priority basis;
- (g) using officials who have been appropriately briefed on the requirements to protect the U.S. Technology from unauthorised disclosure;
- (h) ensuring that, if an inspection is carried out under this Paragraph without a U.S. Participant being present, the U.K. Border Authority that carries out the inspection notifies the

U.S. Government that it has done so, provides a briefing, and provides a staff member with whom the U.S. Government may discuss any concerns; and

(i) following the procedures in Paragraph 3 of this Arrangement if the U.K. Border Authorities need to photograph, record, or take custody of any U.S. Technology for the purpose of fulfilling their functions.

5. Notwithstanding sub-paragraph 4 of this Paragraph, Her Majesty's Government intends to ensure that any item with a classified marking will not be opened by U.K. Border Authorities unless the U.S. Government has provided prior written authorization.

Paragraph 7: Launch Anomaly or Failure

1. In relation to Article VIII, paragraph 3 of the Agreement, the Partners mutually decide that the U.K. Authorities, in the exercise of their functions, may be required to:

- (a) take part in the recovery of U.S. Technology resulting from an accident, incident, or launch anomaly;
- (b) seize, keep, photograph, or record in any format such U.S. Technology until the completion of the investigation into the accident, incident, or launch anomaly;
- (c) carry out any process or test and examine such U.S. Technology, to the extent specifically authorized by the U.S. Government, as part of such an investigation;
- (d) dismantle or destroy such U.S. Technology while observed by U.S. Participants, to the extent specifically authorized by the U.S. Government as part of such an investigation; and
- (e) retain such U.S. Technology (to the extent it has not been destroyed) for the purposes of any proceedings resulting from the investigation or associated with the accident, incident, or launch anomaly until completion of such proceedings, including any appellate proceedings.

2. The U.K. Authorities are expected to follow the procedures in Paragraph 3 of this Arrangement if they need to photograph, record, or take custody of any U.S. Technology for the purpose of fulfilling their functions.

Paragraph 8: Duration and Revision of this Arrangement

1. This Arrangement is intended to come into operation on the same date as the Agreement enters into force.

2. This Arrangement is intended to cease on the same date as the Agreement terminates, unless this Arrangement is replaced by a subsequent Arrangement or discontinued earlier by either Partner. A Partner who wishes to discontinue this Arrangement is expected to give one year's written notice of its intent to do so to the other Partner.

3. This Arrangement may be modified by the written decision of the Partners.