

MEMORANDUM OF INTENT
BETWEEN
THE EUROPEAN SPACE AGENCY
AND
THE WORLD CUSTOMS ORGANIZATION
on
the Rapid and Resilient Crisis Response (R3) Accelerator

This Memorandum of Intent (hereinafter, the “**Memorandum**”) is a non-binding joint statement of intent between:

THE EUROPEAN SPACE AGENCY, an intergovernmental organisation established by the Convention opened for signature in Paris on 30 May 1975, which entered into force on 30 October 1980, with its headquarters located at 8-10 rue Mario-Nikis, 75015 Paris, France,

(hereinafter, “**ESA**”),

and

THE WORLD CUSTOMS ORGANIZATION, an intergovernmental organization, with its headquarters located at 30, rue du Marché, 1210 Brussels, Belgium,

(hereinafter, “**WCO**”),

ESA and **WCO** are jointly referred to as the “**Signatories**” and individually as a “**Signatory**”.

Background

- (A) ESA is an intergovernmental organisation with a mission to provide for and to promote, for exclusively peaceful purposes, cooperation among European States in space research and technology and their space applications, with a view to them being used for scientific purposes and for operational space applications systems.
- (B) The WCO, established in 1952 as the Customs Co-operation Council (CCC), is an independent intergovernmental organization whose mission is to enhance the effectiveness and efficiency of customs administrations.
- (C) The WCO represents 186 customs administrations across the globe that collectively process approximately 98% of world trade. As the global centre of customs expertise, the WCO is the only international organization with competence in customs matters.
- (D) In particular, the WCO supports its members in responding to health and humanitarian crises by facilitating the flow of aid and essential goods, as well as improving their role at borders in situations of fragility and conflict.
- (E) ESA is committed to implement the vision of accelerating the use of space outlined by the Matosinhos Manifesto adopted unanimously on 19 November 2021 by ESA Member States. ESA Member States confirmed the ambition for the Agency to contribute future-defining initiatives providing effective responses to urgent global challenges associated with sustainability and the green transition towards carbon neutrality, as well as initiatives for greener and more sustainable space activities.

- (F) In line with the aforementioned mandate given by Member States, ESA is creating a new collaborative framework - the “Accelerators” -, meant to “accelerate the use of space”, through a user-driven approach leveraging commercialisation in the domains of climate action (Space for a Green Future), crisis management (Rapid and Resilient Crisis Response) and space safety (Protection of Space Assets). These frameworks will enhance synergies between partners’ goals, instruments, resources, areas of expertise and capabilities. By bridging space and user ecosystems, these Accelerator frameworks will foster the development and uptake of impactful and fit-for-purpose space combined with non-space solutions, aligned with societal and environmental policies to deliver concrete results. Accelerators will also enable an active participation of relevant international, European and national actors to ensure an effective and inclusive strategy and action.
- (G) Three Accelerators have been elaborated, one on the benefits of space for a green future, another on maximizing the contribution of space-based services to reach resilient and rapid crisis response and a third on ensuring the protection of space assets and infrastructure. The focus of this Memorandum is on the second Accelerator, namely the Rapid and Resilient Crisis Response Accelerator, otherwise referred to as the “R3 Accelerator”.
- (H) The need for the R3 Accelerator is recognised due to the increased number and severity of climate-induced events (e.g. wildfires, floods, storms, drought etc), natural disasters (e.g. earthquakes, volcanos, tsunamis, diseases etc), and anthropogenic causes (e.g. geopolitical, pollution, cyberattacks etc), where Europe is facing an increasing urgency to respond to such crisis events, while also playing a role in support to global events.
- (I) In support to sustainability, the R3 Accelerator can provide unique solutions to address climate resilience challenges and respond to climate-induced disasters and crises which will lead to growing catastrophic impacts on the population, the infrastructure, our resources, the economy and in some cases the stability of our societies.
- (J) Through the R3 Accelerator, ESA and its partners will support the development of next generation space enabled crisis response systems, integrating space, aerial and ground sensors to ensure full and permanent coverage over land, air and sea combined with flexible and secure connectivity solutions and underpinned by the fusion and smart processing of collected data, transformed into actionable information and provided to the end user anywhere, at any time.
- (K) Through the R3 Accelerator, ESA aims to significantly enhance the contribution of space solutions to support the Sendai Framework for Disaster Risk Reduction, for the substantial reduction of losses in lives, livelihoods, and health as well as economic losses due to climate induced crises.
- (L) ESA aims through the R3 Accelerator to boost European capacity to stimulate space enabled solutions serving all phases of crisis, helping prevention, improving response during and in the follow-up phases of a crisis, to better characterize risks, to anticipate crisis events, to intervene faster, more efficiently, and to minimize the crisis impact on

people and cost impact on industry and the economy as a whole, and to offer this capacity by 2030 latest.

- (M) Through the R3 Accelerator, ESA is building partnerships with key organisations at national and international level to promote the development of next generation crisis response systems. It will leverage the technology developments within its programmes, and in particular the multi-disciplined Civil Security from Space (CSS) Programme.
- (N) Through the R3 Accelerator, ESA aims to accelerate the development and adoption of proven space solutions solving critical global challenges, while ensuring the solutions are addressing clear user needs that are scaled up to operational application.
- (O) ESA and WCO hereby recognise that they have a strong interest in addressing the user community needs with space-enabled capabilities, in particular in the domain of civil security and crisis management.
- (P) The Signatories intend to cooperate in line with their respective mandates to promote peaceful cooperation; any information resulting from and disseminated in the framework of their cooperation shall be used accordingly.
- (Q) The Signatories thus wish to join their efforts in the achievement of common objectives as described, and on the basis outlined, below.

1. Purpose

The purpose of this Memorandum is to set out the Signatories' common objectives and to provide for the necessary steps to be taken by the Signatories in view of their successful cooperation on the space solutions that R3 can deliver.

2. Common objectives

1. Consistent with their respective mandate and within the framework of the R3 Accelerator, the Signatories desire to carry out joint efforts to support the development and further use of space-enabled solutions for civil security and crisis management, responding to user identified needs in Europe and worldwide.
2. The Signatories intend to:
 - (i) explore the user needs of the R3 Accelerator and define together its strategic direction, priority areas, and work planning;
 - (ii) address the challenges of user engagement and adoption of space solutions;

- (iii) contribute to identifying a collaboration framework which maximises the mutual benefits attained through the R3 Accelerator and partnership with other entities;
- (iv) explore mechanisms of supporting the necessary technological innovations identified with due consideration of industry challenges and possible commercial interests;
- (v) identify development projects which can incubate the early “seeds” of technologies, systems, applications or services which are considered valued contributions towards the R3 Accelerator objectives;
- (vi) participate or support the participation of users on an equal basis to the demonstration and validation of the space enabled solutions;
- (vii) support, through the engagement with users and R3 partners, on an equal basis the adoption and pre-operational deployment of the new space enabled capabilities developed and scale such innovations towards European and global use;
- (viii) support identifying other potential partners that could join and potentially contribute to the R3 Accelerator vision and objectives.

3. Cooperation between the Signatories

1. To support the achievement of their common objectives, the Signatories intend to:

- (i) Share knowledge, ideas and lessons learned;
- (ii) Create awareness and promote opportunities for collaboration;
- (iii) Plan and manage jointly relevant activities in areas of common interest in line with the Signatories’ respective legal frameworks;
- (iv) Collaborate on the organisation and execution of activities with a view to reaching the common objectives identified;
- (v) Regularly attend meetings concerning the effectiveness of the collaboration, with reference to the priorities agreed;
- (vi) Participate in suitable events organised by the other Signatory;
- (vii) Undertake joint communication, as appropriate, addressing joint cooperation domains.

2. Each Signatory plans to contribute to the activities undertaken pursuant to this Memorandum, in one or more of the following ways, as each Signatory is free to determine independently:
 - (i) By providing staff time;
 - (ii) By providing facilities for activities, workshops, conferences, or training seminars;
 - (iii) By leveraging own existing assets and projects in contribution to the solution being built;
 - (iv) By engaging and funding each of the Signatories own contracts with entity/entities related to the identified objectives;
 - (v) By such other means as such Signatory may decide.
3. Each Signatory will bear its own costs and expenses and provide its own resources in connection with this Memorandum. No exchange of funds or legal obligations to carry out certain activities is envisaged under this Memorandum. Each Signatory is free to decide on and is responsible for all aspects of its own activities under this Memorandum. In case additional legal instruments would be necessary to implement the cooperative activities considered under this Memorandum, these will be elaborated and entered into according to each Signatory's legal framework.
4. All activities under this Memorandum shall be performed strictly in accordance with the laws and regulations, as applicable to each of the Signatories.

4. Disclosure of Proprietary Information

1. Any sharing of proprietary information between the Signatories identified as such (e.g. strategic and commercially sensitive information), including all information, works and/or results jointly developed in the setting of activities initiated in the setting of this Memorandum, will be subject to their respective policies and procedures relating to the disclosure of information of proprietary nature.
2. Any proprietary information exchanged will be used solely for the purpose of implementing this Memorandum and such information will be kept confidential by each of the Signatories. Without limiting the foregoing, the proprietary information will not be used in any way in competition with the business of the other Signatory. Notwithstanding the foregoing, any proprietary information may be disclosed to representatives, agents, or advisors (collectively, its "**Representatives**") for the purpose of implementing this Memorandum (it being understood that such Representatives will be informed by such Signatory of the proprietary nature of such information and will treat such information confidentially and comply with all other provisions of this Section).

Any proprietary information shared between the Signatories during the term of the Memorandum will remain confidential upon expiration or termination of the Memorandum.

3. The Signatories are entitled to issue official media statements or other public communication regarding their joint initiatives, provided that the draft media statement or other public communication has been approved in advance by the other Signatory.

If one of the Signatories or any project partner wants to issue a media statement or wants to publish results relating to a joint initiative, regardless of the form (whether oral, written or in any other (electronic) form), both during the term of the Memorandum as well as after the termination thereof, the initiator shall request both Signatories' prior written permission to do so. A publication by one Signatory shall not contain any proprietary information of the other Signatory, unless approved in advance and in writing by the Signatory concerned. An approval of such communication shall not be unreasonably delayed.

5. Use of Name and Emblem

None of the Signatories will use the other Signatory's name or logo without the other Signatory's prior written approval and subject to the terms of the owning Signatory's trademark license terms and trademark usage guidelines.

6. Points of Contact

1. Each Signatory designates the following point(s) of contact for implementing this Memorandum:

For WCO:

Christel van Eck
Project Colibri Geoportal Product Owner
christel.vaneck@wcoomd.org

For ESA:

Christopher Topping
Civil Security from Space Programme Manager
christopher.topping@esa.int

2. The Signatories will communicate to each other in writing any changes with regard to the above-mentioned representatives.

7. Limits to Understanding

1. This Memorandum does not constitute an agreement or commitment by either Signatory to enter into or provide support for any specific activity unless specifically agreed in writing by the Signatories. Specific arrangements for individual activities may be, as appropriate, formulated by the Signatories in writing, and subject to separate legal instruments, as needed.
2. Nothing in this Memorandum shall be construed as creating a joint venture, an agency relationship, or a legal partnership between the Signatories. The Signatories will enjoy no exclusivity and, consequently, will both be in a position to enter into similar arrangements with other providers/organisations/entities.
3. Nothing in this Memorandum is intended to be, or should be construed as, a waiver of the privileges and immunities of the Signatories or their staff members and where appropriate, experts and the representatives of their Member States, which privileges and immunities are hereby specifically reserved.

8. Resolution of Disagreement

In case of a disagreement between the Signatories arising out of, or relating to, any collaborative activity undertaken pursuant to this Memorandum, the Signatories shall attempt to reach an amicable resolution in good faith. Any such disagreement may be referred to the ESA Director of Connectivity and Secure Communications and the WCO Head of Administration and Personnel for final determination.

9. Amendment and Term

1. This Memorandum may be amended upon written agreement by both Signatories.
2. This Memorandum will become effective on the date of the last signature of the Signatories and will remain effective for a period of two (2) years.
3. The Signatories may extend the term of this Memorandum by mutual agreement expressed in writing.
4. This Memorandum may be terminated at any time for any reason by either Signatory by giving the other Signatory three (3) months' advance notice in writing.
5. In case of expiration or termination, the Signatories will immediately cease implementation of the activities conducted pursuant to this Memorandum, save in the case where assets and resources of a Signatory have been made available to selected entity/entities and as specified in writing in the related separate legal instruments.

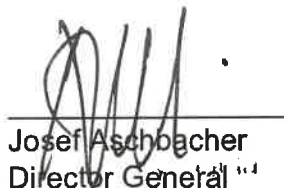
Done in Brussels, on 3 October 2024, in two originals in the English language.

For WCO:

A handwritten signature in black ink, appearing to be 'Ian Saunders', written over a horizontal line.

Ian Saunders
Secretary General

For ESA:

A handwritten signature in black ink, appearing to be 'Josef Aschocher', written over a horizontal line.

Josef Aschocher
Director General