Sello de entidad (1 de 1)
Sociedad Parque Tecnológico de Fuerteventura SA
Fecha Firma: 28/03/2019
HASH: 27f1c7b4b37dfb3def55510a85755c19c

European Space Agency

Letter of Intent between

the European Space Agency,

and

the Parque Tecnológico de Fuerteventura SA, MP

in their joint efforts in the framework of the programme Canarias Geo Innovation 2030 for observation, innovation and intelligent management of the environment and the implementation of a Stratoport for High Altitude Pseudo-Satellites (HAPS) in the Canary Islands

The European Space Agency, an intergovernmental organization established by the Convention on the establishment of a European Space Agency, with its headquarters located in 24, rue Général Bertrand, 75007 Paris, France, represented by Magali Vaissiere, Director of Telecommunications and Integrated Applications, (hereinafter referred to as "ESA");

Parque Tecnológico de Fuerteventura SA, is a company whose share capital belongs to the Cabildo de Fuerteventura, with address at Antiguo Aeropuerto de Los Estancos, s / n, 35612 Puerto del Rosario (Las Palmas), Spain, represented by Marcial Morales Martin, Administration Counsel President, (hereinafter "PTFSA");

ESA and PTFSA jointly referred to as "the Signatories" and individually as a "Signatory".

ESA's purpose is 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 their being used for scientific purposes and for operational space applications systems. In doing so, ESA supports the development, testing and validation of innovation in the space sector.

European Space Agency
Agence spatiale européenne

Agencia Canaria de Investigación, Innovación y Sociedad de la Información, ACIISI, and PTFSA are the entities designated and empowered respectively by the Government of the Canary Islands and the Cabildo de Fuerteventura[1] to facilitate the advancement, management and governance of the programme for observation, innovation and intelligent management of the environment Canarias Geo Innovation Program 2030.

The Canarias Geo Innovation 2030 Programme (hereinafter referred to as "the Programme") aims, from the observation and intelligent management of the environment, to develop innovative solutions not available in the market, that improve public services in the Canary Islands. This observation will be made using and combining different data sources, from different platforms, including satellites, Unmanned Air Vehicles (UAVs) and High-Altitude Pseudo-Satellites (HAPS).

As a result of the Preliminary Consultations to the market carried out in the Programme, the opportunity has been detected to develop a center for HAPS in the Technological Park of Fuerteventura (hereinafter, called Canarias Stratoport). In this center, components would be integrated, HAPS would be operated and maintained, and it would serve as a basis for embarking solutions and applications, especially in the field of telecommunications and Earth observation.

With this Letter of Intent, the Signatories declare their intent to join efforts in a view of prospective cooperation using space solutions in the scope of the Programme and of Canarias Stratoport, pursuant to the following principles and objectives:

1) The joint efforts between the Signatories (hereinafter referred to as the "Joint Efforts") will focus on finding ways for a prospective cooperation to foster growth across the economy and to foster high quality public services in the Canary Islands through the Programme.

2) The Joint Efforts will pursue cooperation to promote development in the Fuerteventura Technology Park of the Canarias Stratoport centre.

[1] Agreement formalized on November 30, 2017 (Official Gazette of the Canary Islands of January 5, 2018) between the Ministry of Economy, Industry, Trade and Knowledge of the Government of the Canary Islands and the Island Council (Cabildo) of Fuerteventura for the implementation of the program for observation, innovation and intelligent management of the environment "Canarias Geo Innovation Program 2030" for the development of innovative technological projects on the island of Fuerteventura.

The Joint Efforts will focus on one or more of the following elements, subject to decisions at working level or the establishment of appropriate instruments and in accordance with each Signatory's respective rules and procedures:

- Contributions to the definition/evolution of integrated architectures, testbeds and service platforms combining 5G satellite and terrestrial networks;
- Testing, development, integration, operation, control and maintenance of HAPS platforms; as well as embarkation and testing of telecommunications and Earth observation applications;
- Demonstration/validations activities utilising the experimental infrastructure provided by ACIISI and/or PTFSA and/or ESA; particularly in the scope of Telecommunications and Earth observation;
- Support to the definition and execution of user pilots and demonstrations;
- Technology development in the areas of:
  - Hybrid terrestrial-satellite 5G networks;
  - Satellite or HAPS communication payload design;
  - Spectrum management/efficient spectrum sharing.
- Organization of Joint Events;
- Processes for obtaining flight and telecommunications permits;
- Processes required for certification;
- Starting up, in the Technology Park of Fuerteventura, of a business accelerator supported by ESA

3) Each Signatory plans to contribute to the activities undertaken pursuant to this Letter of Intent, in one or more of the following ways, as each Signatory is free to determine independently:

a) Providing personnel;

b) Providing facilities, equipment or infrastructures;

c) Providing facilities and means for carrying out activities, workshops, conferences or training seminars;

d) Funding contracts involving entities related to the identified objectives;

e) By such other means as such Signatory may decide.

4) All costs resulting from this cooperation will be borne by the Signatory that incurs them, unless the Signatories agree otherwise.

5) Each Signatory designates a point of contact for implementing this Letter of Intent as follows:

For PTFSA:

Eduardo Pereira González,
Manager,
epereira@ptfue.com

For ESA:

Xavier Lobao,
Head of Telecommunication Future Projects,
European Space Agency
xavier.lobao@esa.int

6) The Signatories understand that:

(i) there will be no exchange of funds or other types of monetary transactions between them, unless they agree otherwise in writing;

(ii) the Signatories will enjoy no exclusivity and, consequently, they will be in a position to enter into similar arrangements with other entities;

(iii) this Letter of Intent does not constitute an agreement or commitment by either Signatory to enter into commitments or to provide support for any specific activity; specific arrangements for individual activities will be set forth in written document or work plan to be jointly formulated by the Signatories, and subject to separate agreements, as needed, e.g. conditions for the access to experimental facilities;

(iv) nothing in this Letter of Intent shall be construed as creating a joint venture, an agency relationship, or a legal partnership between the Signatories;

(v) nothing in this Letter of Intent is intended to be, or should be construed as a waiver of the privileges and immunities of ESA or PTFSA or their members and where appropriate, experts and the representatives of ESA Member States, which privileges and immunities are hereby specifically reserved;

(vi) no warranties whatsoever will be granted by the Signatories to each other.

7) Neither Signatory will use the other Signatories' logos and marks without their prior written approval and subject to the terms of the owning Signatory's trademark license terms and trademark usage guidelines. Each use of a Signatory's name or any press release mentioning the subject-matter hereof or the respective other Signatory shall be always subject to such Signatory's prior written approval.

8) The Signatories intend to take the appropriate measures to exchange data and information as needed to advance the Joint Efforts, including the effective distribution of data and information within each organization, as necessary and in accordance with applicable laws, rules, regulations and their respective rules and procedures.

9) The Signatories will not disclose to any third party any information shared or generated under these Joint Efforts and under this Letter of Intent, unless such disclosure is required under applicable laws and

regulations or they agree in writing to such a disclosure.

10) Nothing in this Letter of Intent will apply where such application would be in breach of applicable laws and regulations.

11) This Letter of Intent does not create legal obligations between the Signatories and any dispute about its interpretation or implementation will be resolved through appropriate consultations between them.

12) This Letter of Intent may only be modified in writing by all the Signatories.

13) This Letter of Intent will take effect on the date of last signature of the Signatories and will remain in effect for a period of five (5) years unless terminated earlier in accordance with paragraph 14 below.

14) Any Signatory may terminate this Letter of intent at any time and at its sole discretion, in writing, by notifying the other Signatories at least three (3) months in advance of the intended date of termination. In the event of termination by any Signatory, no rights, on whatever legal grounds, shall result from such termination and no liability is assumed by any Signatory from such termination.

Done in four originals in the English language,

For ESA

Magali Vaissiere
Director of Telecommunications and Integrated Applications

Dated March 25th, 2019

For PTFSA

Marcial Morales Martin
Administration Counsel President

Dated March 25th, 2019