



Memorandum of Agreement

WHEREAS, **Alaska Aerospace Corporation (AAC)** owns and operates an FAA-licensed commercial spaceport on Kodiak Island, the Pacific Spaceport Complex Alaska (PSCA), for small- and light-lift vertical launch vehicles accessing high-inclination and polar orbits between 59° and 110°; and

WHEREAS, **Camden County, Georgia (Camden County)** is pursuing an FAA-licensed spaceport, Spaceport Camden, on the Georgia coast for small- and light-lift vertical launch vehicles accessing low-inclination orbits between 31° and 58°; and

WHEREAS, commercial launch vehicle operators have payload customers that want to access both low-inclination and high-inclination orbits; and

WHEREAS, commercial launch vehicle operators want to operate from responsive, flexible, and low-cost spaceports which has been demonstrated by PSCA and is the business model of Spaceport Camden; and

WHEREAS, AAC has 22-years' experience conducting launch operations, has not accepted state or federal funds for operations & maintenance for the past five-years, and owns transportable launch support equipment that can help Spaceport Camden operate efficiently and accelerating operational readiness; and

WHEREAS, Spaceport Camden is uniquely positioned as the only low-inclination commercial vertical spaceport in the US not co-located on a federal range to allow launch companies to more easily transport their licenses with PSCA; and

WHEREAS, PSCA and Spaceport Camden complement each other on orbital access and geographic diversity for resiliency while sharing a common market segment focus and business objectives; and

WHEREAS, working together AAC and Camden County can better support launch vehicle operator needs and the emerging commercial space launch market while strengthening their endeavors;

NOW, THEREFORE, it is hereby agreed by and between the parties as follows:

- Create a Working Group to identify how the two spaceports can operate collectively to best strengthen their business models, maximize benefit to their communities and States, and provide unmatched value to commercial launch customers. The goal is to create a cooperative and collaborative operating approach that creates efficiency and effectiveness for both sites.
- Meet regularly to share knowledge to advance our common interests. This includes sharing lessons learned on operations, business, and regulatory pursuits; knowledge to improve spaceport operations with an emphasis on spaceport safety, responsiveness, agility, and low-cost; market analysis; approaches to diversify spaceport revenue; and opportunities to advance related STEM and public-related interests.
- Promote the benefits and approach of a collaborative and broader access to space approach to prospective customers to increase the cadence and diversity spaceport users.

ADMINISTRATION:

Both Parties agree to work cooperatively to resolve any issues that arise during the course of administering this MOU.


This MOU itself does not create a commitment of funds from either party. Moving forward, each party may contract for services from the other for funded activities. Such contracts will be scoped and negotiated separately.

This agreement is effective for three years following execution and can be extended through mutual written agreement.

This MOU may be terminated at any time by mutual consent, or by either party with at least a thirty (30) day advanced notice to the other party. Each party agrees to assist the other during the transition period or on any administration issues that may arise.

It is mutually understood and agreed by and between the Parties that each Party takes legal and financial responsibility for the actions of its respective employees, officers, agents, and representatives during the term of this Agreement. Furthermore, each Party agrees to indemnify, defend, and hold harmless the other Party to the fullest extent permitted by law from and against any and all demands, claims, actions, liabilities, losses, damages, and costs, including reasonable attorney's fees, arising from of or resulting from the indemnifying Party's acts or omissions related to its participation under this Agreement, and each party shall bear the proportionate cost of any damages attributable to the fault of such Party, its officers, agents, employees, and independent contractors. It is the intention of the parties that, where fault is determined to have been contributory, principles of comparative fault shall be applied.

Alaska Aerospace Corporation
Mark D. Lester
President & CEO



Board of County Commissioners
James H. Starline
Chairman

Date: _____

Date: 6/8/2020