

Some legal aspects of the QB50 Project

Who does what and how?

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Space activities are regulated under an international framework

International treaties require States to:

- authorize
- continuously supervise

their national non-governmental space activities, and to:

- register objects launched in outer space
- pay for the damage caused by objects launched in outer space



Authorizing and Supervising

Art. VI 1967 UN Outer Space Treaty was implemented by Belgium through its 2005 National Space Law and its 2008 Royal Decree:

- Any Belgian Operator intending to carry on activities in outer space must be authorized by the Minister in order to do so
- Operator is he who holds final authority over the in-flight operation or positioning of space object



VKI = Operator for QB50 !



What must the Operator do? (1)

- File an application for authorization (BELSPO)
- Provide required documentation, information & data
- Provide the initial environmental impact assessment
- Grant access to its premises and facilities to governemental authorities and inspectors
- Comply with potential conditions imposed by the Belgian Minister with the authorization



What must the Operator do? (2)

- Ensure authority over the launch, orbital maneuvers and the de-orbiting of the CubeSats
- Pay for the administrative procedures (authorization, external expertise, etc.)
- Indemnify the Belgian State in case of liability for damage caused by a CubeSat (however limited to 10% of the yearly budget of VKI)

 **Conventional arrangements on authority and liabilities have been proposed to the CubeSat teams**



What must the State do?

- Respond to the application (in 90 / 120 days) : yes, no, yes with conditions
- Supervise (conditions, access to premises, ...)
- Register the CubeSats (!! No prejudice to property rights)
- Indemnify the State of victim in case of damage caused by the CubeSat(s)



Some words about liabilities

- = Space liability = damage caused by a CS in space. Liability for Subscribing Parties is limited to 10% of VKI's budget thanks to Belgian law !
- If liability is activated + CS who caused the damage cannot be identified : cost of the liability is divided amongst all Subscribing Parties (art. 6.8)
- If liability is activated + CS who caused the damage can be identified : cost of liability is at charge of the said Party (art. 6.4)

→ Side-letter to the contract needed to clarify this?



Thank you for your attention

