

**Arrangement**  
**between**  
**the Government of Australia**  
**and**  
**the Government of the United States of America**  
**relating to**  
**the Agreement between**  
**the Government of Australia**  
**and**  
**the Government of the United States of America**  
**o n**  
**Technology Safeguards Associated with United States Participation in Space Launches from Australia**

The Government of Australia ("the Australian Government") and the Government of the United States of America ("the U.S. Government") (together, "the Partners") have reached the following understandings regarding the Agreement between the Government of Australia and the Government of the United States of America on Technology Safeguards Associated with United States Participation in Space Launches from Australia, signed at Washington on October 26, 2023 (the "Agreement"):

**Paragraph 1: Objectives**

1. The Australian Government intends to ensure that Australian 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 9 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 in coordination with Australian Licensees, Australian Authorities, or the Australian Government as applicable, prior to Launch Activities, and the authorization is expected to be secured prior to Australian Authorities fulfilling the statutory powers, duties, and functions described in this Arrangement.

**Paragraph 2: General Provisions**

1. 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) "Australian Authorities" include, but are not limited to:
    - (i) Airservices Australia,
    - (ii) Australian coroners including coroners in Australia exercising statutory functions under Australian State and Territory coroners legislation in Australia,
    - (iii) Australian emergency services including State and Territory fire or rescue services, State and Territory ambulance services, and the Australian Maritime Safety Authority,
    - (iv) Emergency Management Australia,
    - (v) Australian law enforcement authorities including the Australian Federal Police, State and Territory Police, Crime and Corruption Commissions (CCC) and the Australian Border Force,

- (vi) Australian work, health and safety authorities including Comcare and State and Territory Work, Health and Safety Regulators and their officials or a person who has a right to enter a workplace under Australian Law,
- (vii) State and Territory public health and pandemic response authorities,
- (viii) State and Territory radiation authorities,
- (ix) State and Territory environmental agencies,
- (x) State and Territory road and/or transport agencies,
- (xi) the Aboriginal Areas Protection Authority,
- (xii) the Australian Civil Aviation Safety Authority,
- (xiii) the Australian Defence Force, including the Royal Australian Navy, Australian Army, and the Royal Australian Air Force,
- (xiv) the Australian Government Department of Home Affairs,
- (xv) the Australian Government Department of Agriculture, Fisheries and Forestry,
- (xvi) the Australian Government Department of Defence (including Defence Export Controls),
- (xvii) the Australian Government including relevant Ministers and their offices and relevant State and Local Government authorities,
- (xviii) the Launch Safety Officer for the launch activity appointed under section 50 of the *Australian Space (Launches and Returns) Act 2018*,
- (xix) the Investigator for an accident or incident involving the launch or return of a space object or the launch of a high power rocket appointed under section 88 of the *Australian Space (Launches and Returns) Act 2018*,
- (xx) the Australian Radiation Protection and Nuclear Safety Agency,
- (xxi) the Australian Signals Directorate,
- (xxii) the Australian Space Agency,
- (xxiii) the Australian Transport Safety Bureau,
- (xxiv) the Defence Flight Safety Bureau, and
- (xxv) such other body as the Australian Government may notify in writing to the U.S. Government from time to time;

(b) "statutory powers, duties, and functions" means statutory power, duties, and functions arising under any applicable Australian Law;

(c) "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.

5. It is the intention of both Partners, assuming consistency with applicable laws, regulations, policies, and the provisions of the Agreement and this Arrangement, that the determination of any necessary licenses, approvals, and authorizations should be expedited where possible and appropriate guidance should be provided to U.S. Licensees and Australian Licensees when applying for any necessary licenses, approvals and



authorizations where practicable in order to support greater collaboration between the U.S. and Australian space sectors.

**Paragraph 3: Identification of countries that have repeatedly provided support for acts of international terrorism**

1. For the purposes of Article III, paragraph 3(a)(i), the U.S. Government has designated countries that have repeatedly provided support for acts of international terrorism, as set out in the U.S. Department of State, Bureau of Counter Terrorism “State Sponsors of Terrorism” list available at: <https://www.state.gov/state-sponsors-of-terrorism/>.

2. The Australian Government intends to prohibit the launch from Australia of Foreign Spacecraft owned or controlled by countries designated by the U.S. Government at the date of the launch as State Sponsors of Terrorism. The Australian Government reserves the option to identify additional countries that have repeatedly provided support for acts of international terrorism.

**Paragraph 4: Custody of U.S. Technology and Photographs and Recordings Thereof**

1. For the purposes of the activities described in Article III, sub-paragraph 3(c), Article IV, paragraphs 2 and 3, Article V, paragraph 2, Article VII, paragraph 3, and Article VIII, paragraphs 3(c) and 3(d) of the Agreement, the Partners have mutually decided that any of the Australian 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 statutory powers, duties, and functions (including for any investigation, inspection, prosecution, or in response to an emergency situation, accident, incident or launch anomaly), in accordance with the requirements of any applicable Australian Law.

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

- (a) to consult in advance wherever possible with the U.S. Government and 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 unauthorized disclosure, consistent with this Arrangement, pending its return to the U.S. Government, in accordance with Australian Law and 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 Australian Authorities are expected to engage with the relevant agencies of 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 Australian officials, or where this is not practicable, with appropriate access for U.S. officials when held in custody by Australian 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 Australian officials, the Australian Authorities are expected, to the extent permitted by Australian Law, to take all possible steps to ensure that any such item is returned or destroyed in such manner as mutually decided by the Partners.

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, the Australian Government intends to ensure that the Australian Authorities, subject to their legal obligations, including under any applicable Australian Law 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 5: Disclosure and Use of Information**

1. 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 Australian

Authorities any information, or permit access to witnesses, that is necessary to enable the relevant Australian Authorities to fulfil their statutory powers, duties, and functions.

2. Subject to Australian Law, the Australian Government intends to ensure that the Australian Authorities supplied with any information under sub-paragraph I of this Paragraph should use this only for the purposes of fulfilling their statutory powers, duties, and functions, and the Australian Authorities:

- (a) take all practicable steps to protect the confidentiality and integrity of such information; and
- (b) comply with Article V, paragraph 4 of the Agreement, if any of the information is classified.

#### **Paragraph 6: 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 Australian Authorities need access to that area or that U.S. Technology to fulfil their statutory powers, duties, and 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 Australian Authority that access where consistent with applicable U.S. laws and regulations. In the event of exigent circumstances, such as emergency response, Australian Authorities may enter Segregated Areas and Controlled Areas to fulfil their statutory powers, duties and functions.

2. The Australian Authorities are expected to take all practicable steps to comply with U.S. licenses and authorizations and to protect U.S. Technology from unauthorized 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 Australian Authorities; and
- (c) follow the procedures in Paragraph 3 of this Arrangement if the Australian Authorities need to photograph, record, or take custody of any U.S. Technology for the purpose of fulfilling their statutory powers, duties, and functions.

3. The Australian Authorities are expected to make available upon request, and where permitted by Australian Law, processes and procedures required to fulfil their statutory powers, duties, and functions, including where their statutory powers, duties, and functions are likely to be fulfilled in Segregated Areas and Controlled Areas.

4. The U.S. Government intends to provide the necessary authorization for the Launch Safety Officer to access Segregated Areas in order to fulfil their statutory powers, duties, and functions under the *Space (Launches and Returns) Act 2018* as part of the U.S. licensing and authorization process.

5. The U.S. Government intends, except in exceptional circumstances, to promptly notify the Australian Government when U.S. Participants are authorized by the U.S. Government to access Segregated Areas in order to align security frameworks.

6. For the purposes of Article VI, paragraph 6, identification may include badges that display the bearer's name and photograph or other appropriate measures or future technology that allows for ready identification of Participants within Controlled and Segregated areas.

#### **Paragraph 7: Border Controls**

1. For the purposes of Article VII, paragraphs I(d) and I(e) of the Agreement, the U.S. Government is expected to instruct U.S. Participants to comply with relevant Australian Law and requirements for importing and exporting goods to and from Australia and engage with the appropriate Australian Authority responsible for assessment of the control status of items being exported, regarding the required process and procedures in advance of exporting U.S. Technology to Australia.

2. For the purposes of Article VII, paragraph I(b) and (e) of the Agreement, the Partners mutually decide that Australian Authorities may instruct, where permissible, U.S. representatives to open sealed containers containing U.S. Technology for inspection while in Australian territory. In the event of exigent circumstances described in sections 6 and 7 of Paragraph 7, Australian Authorities may open sealed containers to fulfil their



statutory powers, duties, and functions. Where permissible, sealed containers are expected only to be opened where this is necessary for the Australian Authorities to fulfil their statutory powers, duties, and functions in accordance with Australian Law, including:

- (a) to prevent the import or export of prohibited or unauthorized goods into or from Australia; and
- (b) to prevent and manage biosecurity risks in relation to goods that are brought into Australian territory from outside Australian territory.

Further information on Australia's biosecurity requirements including inspections, treatments, and responsibilities can be found at: <https://www.biosecurity.gov.au/>.

3. The Australian Authorities are expected to make available upon request, and where permitted, processes and procedures used to fulfil their statutory powers, duties, and functions and to provide a point of contact to discuss the processes and procedures in order to enable appropriate planning and consideration in applications for any necessary licenses, approvals, and authorizations.

4. For the purposes of Article IV, subparagraphs 5(b) and 6(b), Australian Authorities are expected to exercise any necessary statutory powers, duties, and functions required under Australian Law in facilitating the return of U.S. Launch Vehicles, U.S. Spacecraft, U.S. Related Equipment, and/or U.S. Technical Data. For example, 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 Australian Authorities may need to carry out inspections and/or supply the item or information, including photographs or recordings of the item, to the appropriate Australian Authority to assess the control status of the items being exported.

5. For the purposes of Article VII, paragraph 3, of the Agreement, in order to facilitate the immediate return of U.S. Technology through the use of the appropriate Australian granted export permits, Australian Authorities may need to fulfil their statutory powers, duties, and functions under any relevant sections of Australian Law such as carrying out inspections and investigations prior to export and to ensure compliance with the use and conditions of those permits.

6. In carrying out any inspection under this Paragraph, the Australian Authorities are expected to take all practicable steps to comply with all applicable U.S. licenses or authorizations and to protect U.S. Technology from unauthorized disclosure, subject to Australian Law and procedures, 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 in exigent circumstances;
- (c) inspecting by means of visual and/or the least intrusive methods to avoid and minimize damage;
- (d) taking into account the necessity of maintaining the physical integrity of sealed containers and their contents, particularly those that are clearly labelled with handling requirements and 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 Australian Authorities, unless in exigent circumstances;
- (f) acting in a timely fashion;
- (g) using officials who have been appropriately briefed on the requirements to protect the U.S. Technology from unauthorized disclosure;
- (h) ensuring that, if an inspection is carried out under this Paragraph without a U.S. Participant being present, the Australian Authority that carries out the inspection notifies the U.S. Government that it has done so, provides a briefing, and provides an official contact with whom the U.S. Government may discuss any concerns; and
- (i) adhering to the procedures in Paragraph 4 of this Arrangement if the Australian Authorities need to photograph, record, or take custody of any U.S. Technology for the purpose of fulfilling their statutory powers, duties, and functions.

7. Notwithstanding sub-paragraph 6 of this Paragraph, the Australian Government intends to ensure that any item with a classified marking should not be opened by Australian Authorities unless the U.S. Government has provided prior written authorization, unless in exigent circumstances. If an item has a classified marking, the

U.S. Government intends to provide advanced notice to the Australian Government of the level of classification so that the appropriate Australian Government point of contact can provide advice on compliance with legislative requirements and appropriate procedures and processes for border inspection. Border inspections of U.S. classified material are subject to the provisions of the Agreement between the Government of Australia and the Government of the United States of America Concerning Security Measures for the Protection of Classified Information, signed at Canberra on June 25, 2002, with exchange of notes, and entered into force on November 7, 2002, as amended.

**Paragraph 8: Launch Anomaly or Failure**

1. In relation to Article VIII, paragraph 3 of the Agreement, the Partners mutually decide that the appropriate Australian Authorities, in the fulfilment of their statutory powers, duties, and functions, with input from U.S. Participants, may be required to:
  - (a) take part in or lead 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 necessary and specifically authorized by the U.S. Government for the purposes of such an investigation;
  - (d) dismantle or destroy such U.S. Technology while observed by U.S. Participants, to the extent necessary and specifically authorized by the U.S. Government for the purposes of such an investigation;
  - (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 completion of such proceedings, including any appellate proceedings; and
  - (f) request U.S. Participants and Australian Participants to answer questions in relation to the launch anomaly or failure.
2. The Australian Authorities are expected to adhere to the procedures in Paragraph 4 of this Arrangement if they need to photograph, record, or take custody of any U.S. Technology for the purpose of fulfilling their statutory powers, duties, and functions.
3. In the event of launch anomaly or failure the Partners may mutually decide that certain aspects of the custody, disclosure, and access control requirements outlined in this Arrangement should not apply where they substantially inhibit recovery efforts.

**Paragraph 9: Full Knowledge and Concurrence**

1. The Partners understand that Launch Activities occurring in, from or through the territory of Australia under the Agreement are subject to the full knowledge and concurrence (FK&C) policy of the Government of Australia.
2. For the purposes of Article III, paragraph 7 of the Agreement, as part of the Australian Government's process for approving relevant licenses and permits required to conduct Launch Activities as authorized under the Space (Launches and Returns) Act 2018, the Australian Government intends to request information from the U.S. Government on the purposes and outcomes of a Launch Activity consistent with Australia's FK&C policy.

**Paragraph 10: Plans for Safeguarding Technology**

1. In relation to Article IV, paragraphs 4, 5, 6 and 7, Article IV, paragraph 3, and Article VI, paragraphs 1 and 3 of the Agreement, the Partners intend to assess and approve their respective plans developed by prospective Licensees for safeguarding technology in relation to Launch Activities: the U.S. Technology Transfer Control Plan and the Australian Technology Security Plan. These plans are expected to form part of the assurances required in the Agreement for the safeguarding of U.S. Technology and are expected to be enforceable through applicable laws and regulations.



2. The Partners intend to instruct U.S. Participants and Australian Participants to contact the relevant Australian Authorities ahead of the proposed Launch Activity to enable appropriate planning and compliance with legislative requirements including any necessary licenses, approvals, and authorizations.

3. Where possible, the Partners intend to provide guidance to prospective Licensees to develop the respective plans which may include publicly available guidance materials and case-by-case guidance as appropriate.

4. Consistent with any guidance provided, in assessing the plans, the Partners intend to give consideration to a range of factors to ensure that the plans are adequate and proportionate to the level of sensitive technology involved. This includes but is not limited to:

(a) the security arrangements proposed to protect sensitive technology involved in Launch Activities for the duration of the Launch Activity, including for Segregated Areas and Controlled Areas and the proposed activities in each of these areas, and including in the event of a launch anomaly or failure; and

(b) the access and control requirements, including where it is impractical to maintain a physical presence.

5. The Partners intend to instruct U.S. Participants and Australian Participants to work collaboratively in developing their respective plans to ensure the plans are in alignment before being considered by the Partners through their respective assessment and approval processes. This includes sharing a copy of their respective plans with the other Partner where possible.

6. Where permissible, the Partners intend to authorize the sharing of the respective plans with U.S. and Australian officials in order to facilitate the fulfilment of their statutory powers, duties, and functions. Disclosure and use of information contained in the plans is expected to be in accordance with paragraph 4 of this Arrangement and with regard to any commercial in confidence or classified information.

**Paragraph 11: Procedures for Certain Communications**

1. For the purposes of activities described in the Agreement, and this Arrangement, the Partners have mutually decided the following procedures:

(a) with regard to items requiring written statements, written assurances, notifications, or notices, the relevant point of contact for each Partner should provide the written statement, written assurance, notification, or notice to the other Partner’s point of contact. A notification of receipt should be returned; and

(b) with regards to items requiring the Partners to mutually determine, decide, approve, or authorize, the relevant point of contact should communicate approved positions in writing to the other Partner’s point of contact. A notification of receipt and approval should be returned.

Points of contact	
For the Australian Government <a href="mailto:TSA@space.gov.au">TSA@space.gov.au</a>	For the U.S. Government <a href="mailto:MTEC@state.gov">MTEC@state.gov</a>

**Paragraph 12: Operation, Duration, Modification, and Discontinuation 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 may be modified in writing as mutually determined by the Partners.

3. This Arrangement is intended to cease on the same date as the Agreement terminates based on a written notification to terminate the Agreement. In relation to Article X, paragraph 4 of the Agreement, the Partners intend for the provisions set out in this Arrangement concerning security, disclosure and use of information, and return of U.S. Technology to continue to apply after the discontinuation of the Arrangement. This Arrangement may be 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, or as soon as practicable.

Signed in duplicate at THE AUSTRALIAN EMBASSY WASHINGTON DC 15 FEBRUARY, 2024, in the English language.

For the Government of Australia

For the Government of the United States  
of America



H.E. The Hon. Dr. Kevin Rudd AC  
Australian Ambassador to the  
United States



C.S. Eliot Kang  
Assistant Secretary  
International Security and Nonproliferation  
U.S. Department of State