

Arrangement
between
The New Zealand Ministry of Business, Innovation and Employment
and
The Australian Space Agency
Regarding Space Cooperation for Peaceful Purposes

Background

The Ministry of Business, Innovation and Employment of New Zealand which houses the New Zealand Space Agency, located at 15 Stout Street, Wellington (hereafter referred to as “MBIE”)

and

The Government of Australia as represented by the Australian Space Agency, part of the Department of Industry, Innovation and Science created 1 July 2018, whose address is 10 Binara Street, Canberra City, Canberra (hereafter referred to as the “the Agency”);

hereinafter referred to individually as “Participant” or collectively as “Participants”,

HAVING regard to the wishes of the Participants to cooperate on space activities for their mutual benefit;

CONSIDERING the positive contribution that cooperation in space science, research, technology, services, applications and international governance will bring to promoting relationships and partnerships between the Participants, their respective industry organisations, as well as academic and research institutions;

DESIRING to advance the bilateral collaboration undertaken within the framework of the Agreement Relating to Science, Research and Innovation Cooperation between the Government of Australia and the Government of New Zealand done at Queenstown on 18 February 2017;

RECOGNISING the significant role of collaboration in science and innovation in advancing the trans-Tasman Single Economic Market agenda;

NOTING the New Zealand Government's commitment to the principles of the Treaty of Waitangi;

TAKING INTO ACCOUNT their mutual interest to start bilateral cooperation in the areas of mutual interest set out in Section 2 below;

HAVE REACHED THE FOLLOWING UNDERSTANDINGS:

1 Purpose

1.1 The purpose of this Arrangement is to:

- a) provide a framework for collaborative activities and for reviewing areas of common interest in the civil aspects of space;
- b) facilitate the interchange of information, technology and personnel in areas of mutual interest; and
- c) nominate relevant points of contact for both Participants.

2 Areas of Cooperation

2.1 Subject to the laws and regulations applicable to them, the Participants, through consultation, will decide upon the specific items and scope of the Areas of Cooperation within the framework of this Arrangement. Collaborative activities may include the following:

- a) Participants will facilitate collaboration as appropriate, including the exchange of information and expertise, in the New Zealand and Australian space sectors, including:
 - Space science, technology and applications highlighting;
 - Communications technologies and services
 - Launch and orbital/suborbital missions
 - Position, Navigation and Timing (PNT)
 - Expanding ground segment networks
 - Earth Observation
 - Space Situational Awareness (SSA)
 - Remote Asset Management
 - Exchange of views on space law, regulation and policy, including industry policy to support competitive and innovative space sectors;
 - Human capital development in the space field and related areas;
- b) With a view to growing a trans-Tasman space innovation ecosystem, Participants will encourage and facilitate mutually-beneficial research and development collaborations and commercial linkages between research institutions and space sector firms in both countries.
- c) Participants will jointly identify suitable projects of common interest that can be supported and developed in both countries. Other areas of cooperation may be identified by mutual consent of the Participants. These projects will be set out in a shared work plan.

3 Financial and legal provisions

3.1 Both Participants acknowledge that any activities undertaken through the Arrangement will:

- a) comply with all relevant export controls on a case-by-case basis; and
- b) respect intellectual property rights in accordance with all applicable laws.

3.2 The Participants also acknowledge that this Arrangement will place no financial, legal or other type of commitment on either Participant or their Governments.

4 Implementation

4.1 The Participants will establish a Joint Steering Committee under the framework of this Arrangement to monitor the implementation of the present Arrangement, examine proposals relating to plans for cooperation, and decide on a shared work plan. The Joint Steering Committee will also monitor the progress of activities being undertaken through Implementing Arrangements established under this Arrangement, as set out in 4.5.

4.2 The Joint Steering Committee will be co-chaired by the Participants at a senior management level or their representatives.

4.3 The Participants will arrange meetings of the Joint Steering Committee on a regular basis by mutual consent.

4.4 The persons nominated by the Participants as responsible for overseeing the implementation of this Arrangement are as follow:

For MBIE:

Manager
Space Policy and Regulatory Systems
Ministry of Business, Innovation and Employment
Email: nzspaceagency@mbie.govt.nz

For the Agency:

Executive Director
International and National Engagement
Australian Space Agency
Email: engagement@space.gov.au

or such other person notified to the other Participant.

4.5 In order to pursue activities in the Areas of Cooperation, the Participants may conclude specific Implementation Arrangements for each separate cooperative activity. Each Implementation Arrangement may set out details of the cooperation, including:

- a) the nature and scope of that specific collaborative activities;
- b) the entry into effect and duration of the arrangement;
- c) the points of contact, the roles and responsibilities of the Participants;
- d) the financial arrangements;
- e) the rules governing intellectual property;
- f) the detailed provisions for the exchange of data and goods;
- g) confidentiality provisions;
- h) waivers of liability as applicable; and
- i) any other provision that the Participants may deem necessary to carry out the cooperative activities.

5 Amendment

5.1 This Arrangement may be amended by mutual consent of the Participants. The Participant wishing to make an amendment will notify the other in

writing. Any amendment will take effect when each Participant has notified the other in writing of its consent to the amendment.

6 Status

6.1 This Arrangement will be without prejudice to the cooperation of either Participant with other States, Space Agencies or any other entity.

7 Resolution of Differences

7.1 Any difference between the Participants arising out of the interpretation or application of this Arrangement will be settled amicably through consultation or negotiation between the Participants.

8 Duration and termination

8.1 This Arrangement will come into effect on the date of signature by both Participants and will continue in operation until terminated by either Participant giving six months' written notice to the other.

8.2 Any cooperative activities under this Arrangement that have commenced but have not been completed at the date of receipt of the notice of termination will be managed in a manner to be jointly determined by the Participants.

Signed at 22 of October 2019, Washington, D.C., United States.

For
the Ministry of Business,
Innovation and Employment:

For
the Australian Space Agency:



Dr Peter Crabtree
General Manager - Science,
Innovation and International
Ministry of Business, Innovation and
Employment



Mr Anthony Murfett
Deputy Head of Agency
Australian Space Agency