

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**THE DEPARTMENT OF INDUSTRY, SCIENCE, ENERGY AND  
RESOURCES OF THE GOVERNMENT OF AUSTRALIA**

**AND**

**THE MINISTRY OF SCIENCE AND ICT OF THE REPUBLIC OF  
KOREA**

**REGARDING SPACE COOPERATION**

**FOR PEACEFUL PURPOSES**

The Department of Industry, Science, Energy and Resources of the Government of Australia (hereinafter referred to as “DISER”) and the Ministry of Science and ICT of the Republic of Korea (hereinafter referred to as “MSIT”) and (hereinafter referred to individually as a “Participant” and collectively as the “Participants”);

**EXPRESSING** the desire to establish and develop mutually beneficial cooperation in the field of space activities on the basis of the principles of equality, partnership and mutual interest;

**REAFFIRMING** their commitment to the peaceful uses of outer space through international cooperation;

**RECOGNISING** the positive contribution that cooperation in space science, research, technology, services and applications will make to the development of relations and partnerships between the two countries, as well as their respective industries and academic and research institutions;

**WISHING** to further promote space cooperation for peaceful purposes; and

**HAVING REGARD TO** the Agreement between the Government of the Republic of Korea and the Government of Australia on Scientific and Technological Co-operation (1999),

**HAVE REACHED THE FOLLOWING UNDERSTANDING:**

## **1. PURPOSE**

The purpose of this Memorandum of Understanding (hereinafter referred to as the “MoU”) is to:

- a. define areas of potential cooperation;
- b. designate the Participants’ respective points of contact; and
- c. define the procedure for implementing cooperation between the Participants, as well as between other Australian entities and other Korean entities;

## **2. AREAS OF POTENTIAL COOPERATION**

The Participants will discuss and identify potential collaborative opportunities, including in the following areas:

- a. space science, including Leapfrog Research and Development;
- b. space exploration for peaceful purposes;
- c. earth observation, including remote sensing;
- d. space situational awareness, space traffic management and debris management;
- e. robotics and automation;
- f. launch and launch services;
- g. satellite navigation;
- h. space manufacturing, including satellites;
- i. use of space infrastructure;
- j. exchange of views on space policy and legislation; and
- k. training of personnel in space and related fields.

Other areas of potential cooperation may be added by mutual determination of the Participants.

### **3. POINTS OF CONTACT**

1. In order to facilitate communication and coordination efforts under this MoU, the Participants hereby designate the following representatives as points of contact:  
**for MSIT:**  
Haeun Lee, Deputy Director of Space and Big Science Policy Division,  
Email: [haeunlee@korea.kr](mailto:haeunlee@korea.kr)  
**for the Australian Space Agency, DISER:**  
Karl Rodrigues, Executive Director, National and International Engagement,  
E-mail: [karl.rodrigues@space.gov.au](mailto:karl.rodrigues@space.gov.au)
2. The Participants will notify each other in writing of any change or update to their designated points of contact.
3. In order to monitor the effectiveness and applicability of this MoU and explore proposals for cooperation plans, the Participants will mutually arrange a joint meeting at the senior management level, as appropriate.

### **4. IMPLEMENTATION**

1. The Participants may establish joint working groups to examine and define proposals in the areas of potential collaboration.
2. The Participants may formulate implementing arrangements under this MoU to implement activities in any of the areas of potential cooperation.
3. The Participants may jointly decide to involve third-party entities in the joint activities carried out through the implementing arrangements.
4. The Participants acknowledge that these third-party entities may also formulate separate implementing arrangements under this MoU. The relevant entities will be responsible for defining the provisions of each separate implementing arrangement, including any commitments such as financial arrangements and confidential information.
5. The bilateral cooperation may also be extended through the following means:
  - a. exchange of experts to participate in joint studies, research and activities for technical, operational and regulatory aspects related to the peaceful uses of outer space;
  - b. promotion of educational activities in space science and technology; and
  - c. promotion of collaboration between the two countries' institutes and industries acting in the space sector.

### **5. FINANCIAL ARRANGEMENTS**

1. The Participants will bear the costs of their respective activities under this MoU, including travel and subsistence of their own personnel and transportation charges for their equipment, unless the Participants jointly decide otherwise in writing.

2. The Participants recognise that the ability to fulfil their respective roles and activities under this MoU is subject to their respective funding procedures, the availability of appropriated funds and their respective national laws and regulations. Should either Participant encounter funding problems which may affect its ability to fulfil its roles and activities under this MoU, that Participant will notify and consult promptly in good faith with the other Participant.

## **6. CONFIDENTIALITY**

1. Except as provided below, all technical information obtained through the cooperative activities under this MoU will be available to both Participants.
2. In the event that either Participant deems information to be confidential under its laws and regulations, or identifies in a timely fashion information furnished or created under this MoU as “confidential”, the other Participant will protect such information in accordance with its applicable laws and regulations. This restriction does not apply to:
  - a. any use or disclosure authorised by the providing Participant or required by law;
  - b. any information which is already in, or comes into, the public domain other than through the other Participant's unauthorised disclosure.

## **7. PUBLICATION**

1. Each Participant will coordinate with the other Participant, as appropriate and in advance, with respect to a release of general information to the public which relates to the activities under this MoU. Appropriate written acknowledgment will be made by both Participants of their respective roles in such activities.
2. The publication of information relating to separate implementing arrangements will be the responsibility of the relevant entities. The relevant entities will coordinate, as appropriate, with the Participants with respect to a release of general information to the public.

## **8. RESOLUTION OF DIFFERENCES**

1. Any differences between the Participants arising from the interpretation or implementation of this MoU will be resolved amicably through consultation or negotiation between the Participants.
2. Any differences relating to separate implementing arrangements will be subject to the procedures determined between the relevant entities in the separate implementing arrangements. The relevant entities will consult, as appropriate, with the Participants to facilitate an amicable resolution.

## **9. STATUS OF MOU**

1. Nothing in this MoU is intended to create any legally binding relationship between the Participants, nor is it intended to have any legal or binding effect on either Participant.
2. Nothing in this MoU prevents either Participant from cooperating with other States, space agencies or any other entity.

3. Nothing in this MoU is intended to have any legal or binding effect on the Governments of the Republic of Korea or Australia.


#### **10. COMMENCEMENT, DURATION, TERMINATION AND MODIFICATION**

1. This MoU will commence upon its signature by the Participants and will continue for a period of five (5) years. It will be automatically extended for successive five (5) year periods unless either Participant gives the other Participant six (6) months' prior written notice of its intention not to extend it.
2. Notwithstanding the preceding subparagraph, the Participants may modify or terminate this MoU upon their mutual written consent.
3. Notwithstanding the termination of this MoU, Paragraph 6 (Confidentiality) and Paragraph 8 (Resolution of Differences) will remain in effect, unless otherwise jointly decided by the Participants.
4. Unless otherwise jointly decided by the Participants, the termination of this MoU will not affect the validity or duration of any ongoing activities not fully completed at the time of termination.

Signed in two copies in Perth and Seoul on 10th December 2021, in English.

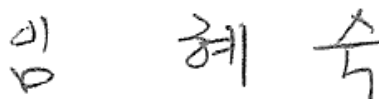
For  
the Department of Industry, Science,  
Energy and Resources of the Government  
of Australia:

For  
the Ministry of Science and ICT of  
the Republic of Korea:



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Melissa Price  
Minister for Science and Technology



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Lim Hyesook  
Minister, Ministry of Science and ICT