

AMENDMENT N°1 TO THE MEMORANDUM OF UNDERSTANDING

BETWEEN

THE AUSTRALIAN SPACE AGENCY

AND

THE CENTRE NATIONAL D'ETUDES SPATIALES

FOR STRATEGIC COOPERATION ON SPACE

The **Australian Space Agency** (hereinafter referred to as “**ASA**”), an Agency of the Government of Australia within the Department of Industry, Science and Resources of Industry House, 10 Binara Street, Canberra City, Canberra, created in July 2018, represented by Mr. Enrico Palermo, Head of the Australian Space Agency;

And

The Centre National d’Études Spatiales (hereinafter referred to as “**CNES**”), a French scientific and technical public establishment of industrial and commercial nature, established under the provisions of the law 61-1382 dated December 19th 1961, and governed by the provisions of articles L. 331-1 to L. 331-8 of the French Research code, the registered office of which is at 2, place Maurice Quentin, 75039 Paris Cedex 01 France, represented by Dr. Philippe Baptiste, its Chief Executive Officer,

Hereinafter individually referred to as “Participant” or collectively to as the “Participants” to this Amendment n°1 to the Memorandum of Understanding (hereinafter referred to as the “Amendment n°1”);

HAVING REGARD to the Memorandum of Understanding between the Australian Space Agency and the Centre National d’Etudes Spatiales, for a strategic cooperation on space (hereinafter referred to as the “MoU”) concluded for five years on the 1st September 2018.

CONSIDERING that the Participants wish to extend and amend this Memorandum of Understanding in accordance with its paragraph 10.3.

THE PARTICIPANTS HAVE REACHED THE FOLLOWING UNDERSTANDING:

Paragraph 1 –Background and signature section of the MoU

The Participants jointly decide to amend the name of the governmental department within which the ASA is located in the first sentence from “Department of Industry, Innovation and Science of Industry House” to “Department of Industry, Science and Resources of Industry House”.

The Participants jointly decide to amend the name of their representatives:

- For CNES: from “Dr. Jean-Yves Le Gall, its President” to “Dr. Philippe Baptiste, its Chief Executive Officer”

- For ASA: from “Dr. Megan Clark” to “Mr. Enrico Palermo, Head of the Australian Space Agency”.

Paragraph 2 – Amendment of Paragraph 2 of the MoU

The Participants jointly decide to amend the first section of Paragraph 2 (Areas of cooperation) of the MoU by adding:

- To the letter j): “Space research and technology, **including quantum and AI.**”
- A letter k): “**Space sustainability**”
- A letter l): “**Space situational awareness, space traffic management and debris management**”

Paragraph 3 – Amendment of Paragraph 3 of the MoU

The Participants jointly decide to amend the first section of Paragraph 3 (Forms of cooperation) of the MoU by adding:

- To the letter h): “The promotion of space activities, **education and career opportunities**, in particular towards young people **and people from diverse background.**”

Paragraph 4 – Amendment of Paragraph 4 of the MoU

1. The Participants jointly decide to amend the first section of Paragraph 4 (Management of the cooperation) of the MoU by:
 - modify the second sentence as follows: “JCS’s meetings are to be held on an ‘**as appropriate**’ basis, on dates and at a time suitable for both Participants, alternately in France and in Australia
 - Adding a new sentence, after the 5th sentence: “**A JSC meeting may be requested at any time by either co-chair with a minimum of three (3) months’ notice sent to the other co-chair.**”
2. The Participants jointly decide to amend the second section of Paragraph 4 (Management of the cooperation) of the MoU by modifying:
 - The 3rd subsection as follows: “Identifying, developing and recommending a joint work plan for the Participants and monitoring and evaluating its implementation”
 - The last subsection as follows: “Preparing the next JSC’s meeting”

Paragraph 5 – Entry into effect

This Amendment n°1 enters into effect at the date of its signature by the Participants.

This Amendment n°1 forms an integral part of the MoU, which it complements and modifies only to the extent described in Paragraphs 1 to 4 above. This Amendment n°1 will not modify any other provisions of the MoU, which remain unchanged and continue to apply with full effect.

The Participants annex to this Amendment n°1 a consolidated version of the MoU.

Done in duplicate, in the English and French languages, both texts being equally valid.

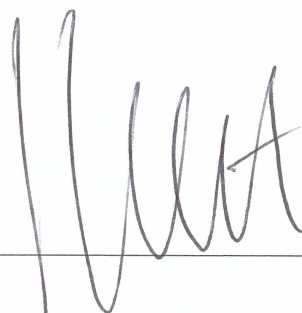
IN WITNESS WHEREOF, the undersigned, duly authorized, hereby sign this Amendment.

The Government of Australia, as represented by
the Australian Space Agency, part of the
Department of Industry, Science and Resources,
CANBERRA,



Enrico PALERMO
Head of the Australian Space Agency

The Centre National d'Etudes Spatiales



Philippe BAPTISTE
Chief Executive Officer

ANNEX – Consolidated version of the MoU

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE AUSTRALIAN SPACE AGENCY

AND

THE CENTRE NATIONAL D'ÉTUDES SPATIALES

FOR STRATEGIC COOPERATION ON SPACE

Background

The **Australian Space Agency** (herein referred to as “**ASA**”), an Agency of the Government of Australia within the Department of Industry, Science and Resources of Industry House, 10 Binara Street, Canberra City, Canberra, created in July 2018, represented by Mr. Enrico Palermo, the Head of the Australian Space Agency;

And

The **Centre National d’Études Spatiales** (hereinafter referred to as “**CNES**”), a French scientific and technical public establishment of industrial and commercial nature, established under the provisions of the law 61-1382 dated December 19th 1961, and governed by the provisions of articles L. 331-1 to L. 331-8 of the French Research code, the registered office of which is at 2, place Maurice Quentin, 75039 Paris Cedex 01 France, represented by Dr. Philippe Baptiste, its Chief Executive Officer,

Hereinafter individually referred to as “Participant” or collectively as “Participants” of this Memorandum of Understanding (hereinafter referred to as “MOU”);

CONSIDERING the joint statement of enhanced strategic partnership between Australia and France signed on 3rd March 2017, in which both Governments express their intention to cooperate more closely in the radio astronomy and space science sectors, building on existing collaboration in relation to exploitation of satellite navigation technologies and satellite imagery for economic and environmental benefit;

RECALLING the Letter of Intent concerning a framework for cooperation in space sector signed between CNES and the Department of Industry, Innovation and Science of Australia (DIIS) on 27th September 2017;

RECALLING the Vision Statement On the Australia-France Relationship by The Honourable Malcolm Turnbull, former Prime Minister Of Australia And His Excellency Emmanuel Macron, President Of The French Republic on the 2nd May 2018 in which the leaders:

- Welcomed the increasing collaboration between French and Australian universities, research institutions, businesses and communities across a range of fields, including cooperation on space between the French Space Agency and Australia’s research

institutions, notably on space and Earth observation and to use Earth observation data to address societal challenges and;

- Welcomed the DIIS-CNES Letter of Intent signed in September 2017, and expressed their will to extend space sector cooperation, with the view to strengthen the relationship through identifying topics of mutual interest, as well as future topics of interest for potential collaborative activities in the space sector. Both leaders noted the opportunity to continue this important collaboration once the ASA has been established.

RECALLING that ASA has been created on 1st July 2018 and whose purpose is to transform and grow a globally respected Australian space industry and the use of space to lift the broader economy, underpinned by strong national and international engagement;

RECALLING that CNES is the French national space agency, whose mission is to propose to the French Government the orientations of its space policy and to implement the decided programs with its national or international partners;

CONSIDERING that throughout the last two years the Participants have recognised their mutual willingness to cooperate and establish their common interests in the areas of Space Operations, Space Science, Earth Observation, Positioning system and Communications and wish to explore the creation of a mutually beneficial relationship for the purpose of enhancing government programs;

CONVINCED of the benefits that such future cooperation activities can bring to each Participant,

THEREFORE, THE PARTICIPANTS HAVE REACHED THE FOLLOWING UNDERSTANDING:

Paragraph 1 – Purpose

1. The purpose of this MOU is to:

- Identify potential areas and forms of cooperation between the Participants;
- Set up the principles for favorable cooperation between the Participants in the space sector; and
- Clearly state the mutual support each Participant has for the other in regards to the ambitions, research and activities for the peaceful exploration and commercialisation of space for the benefit of all peoples.

2. All the cooperative activities carried out under this MOU will be conducted on a reasonable effort basis and in accordance with the applicable laws and regulations of the State of each Participant.

Paragraph 2 – Areas of cooperation

1. Cooperative activities within the framework of this MOU may be carried out in the following areas:
 - a) Space policy, laws and regulation in relation to international obligations
 - b) Space operations and joint missions
 - c) Space sciences
 - d) Earth observation and remote sensing technologies
 - e) Telecommunication satellites and ground stations
 - f) Positioning and autonomous transportation
 - g) Scientific stratospheric balloons
 - h) Small satellites technologies and systems
 - i) Space applications
 - j) Space research and technology, including quantum and AI
 - k) Space sustainability
 - l) Space situational awareness, space traffic management and debris management
2. Additional areas of cooperative activities may be added by mutual written decision of the Participants.

Paragraph 3 – Forms of cooperation

1. Cooperative activities in the areas mentioned in Paragraph 2 of this MOU can be fulfilled in the following forms:
 - a) The exchange of information and data
 - b) The training of experts and specialists, including students and researchers
 - c) The holding of joint seminars, workshops and symposiums
 - d) The development of joint projects

- e) The exchange of personnel, including training and internships
- f) The exchange of good practice and experience and advisory support
- g) Matchmaking programme, including for young entrepreneurs and startups
- h) The promotion of space activities, education and career opportunities, in particular towards young people and people from diverse backgrounds.

2. Additional forms of cooperation may be identified by mutual decision of the Participants.

Paragraph 4 – Management of the cooperation

In order to coordinate their activities, the Participants will establish the following mechanisms for management of the cooperation:

1. The Participants jointly decide to establish a Joint Steering Committee (hereinafter referred to as “JSC”) to be co-chaired by the President of each Participant or their competent representatives. JSC’s meetings are to be held on an ‘as appropriate’ basis, on dates and at a time suitable for both Participants, alternately in France and in Australia. They can also be held at any other place approved by the Participants or via teleconference. After each meeting, a report will be drafted by the Participant hosting the meeting and signed by the co-chairs. All decisions of the JSC are to be taken by consensus. They are to be included in the record of the meeting.

A JSC may be requested at any time by either co-chair with a minimum of three (3) months’ notice sent to the other co-chair.

The Participants may invite to the JSC, in an advisory capacity, other experts designated by ASA and /or CNES.

2. The JSC is responsible for:
 - Promoting cooperation between the Participants within the framework of this MOU
 - Identifying priority areas of cooperation, forms of future cooperation, possible evolutions and improvements for the cooperation of the Participants
 - Identifying, developing and recommending a joint work plan for the Participants and monitoring and evaluating its implementation

- Identify cooperation activities to be undertaken in the framework of specific cooperation arrangements specifying their priorities and evaluating their implementation
 - Approving any topic or any form of additional cooperation
 - Examining any matter relating to the implementation of this MOU
 - Preparing the next JSC's meeting.
3. The Participants undertake not to disclose to third parties any information exchanged in the context of the JSC which has been identified and marked as being confidential.

Paragraph 5 – Specific Arrangements

1. In order to implement any cooperative activity of common interest in the areas and the forms as referred to in Paragraphs 2 and 3 above, the Participants will negotiate and jointly decide upon Specific Arrangements according to their respective internal rules and procedures. Such Specific Arrangement will refer to this MOU and will set forth inter alia and as appropriate:
 - The specific roles and programme responsibilities of the Participants
 - Provisions related to the nature and scope of the cooperative activities
 - Financial arrangements
 - The points of contact
 - Provisions governing intellectual property
 - The data policy
 - Publication of results and announcement of outcome
 - Detailed provisions for the exchange of data and goods
 - Confidentiality provisions
 - Waivers of liability as applicable
 - Provisions about settlement of disputes
 - The entry into effect and duration of the Specific Arrangement
 - Any other provisions that the Participants may deem necessary to carry out the cooperative activities.
2. The cooperative activities carried out under a Specific Arrangement will be performed by the Participants on a reasonable efforts basis.

Paragraph 6 – Funding

1. This MOU will not involve any exchange or transfer of funds or payments between the Participants.
2. The activities under this MOU will be subject to the availability of personnel, funds and other resources. Each Participant will be responsible for its own expenditures. This MOU will not be construed to commit any particular expenditures or commitment of resources or personnel.

Paragraph 7 – Communication

Release of public information regarding activities under this MOU may be made by the appropriate Participant for its own portion of the activity as desired and, in the event the participation of the other is involved, after suitable consultation.

Paragraph 8 – Settlement of disputes

In the event questions arise regarding the interpretation or application of this MOU or regarding the implementation of cooperative activities carried out under a Specific Arrangement, the issue will be settled by mutual arrangement between the Head of the Australian Space Agency and the President of CNES, except where otherwise decided by the Participants in a Specific Arrangement.

Paragraph 9 – Status

1. This MOU does not create any legal or financial commitments for the Participants.
2. This MOU will be without prejudice to the cooperation of either Participant with other States, Space Agencies or any other entity.

Paragraph 10 – Entry into effect, Duration, Amendment and Termination

1. This MOU will enter into effect on the date of its signature by the Participants and will remain in effect for an initial period of five (5) years. The MOU will be automatically

extended for subsequent five (5) year periods, unless one Participant gives the other Participant a six (6) months written notice of its intention not to extend the Arrangement.

2. This MOU may be terminated at any time by either Participant upon a six (6) months' notice sent to the other Participant. In that event, the Participants will endeavor to reach an arrangement to minimise negative impacts of such termination.
3. Any modification to this MOU will be determined in writing and signed by an authorized representative of the Participants.
4. Expiration or termination of this MOU will not affect the Participants' continuing commitments under Paragraphs 7 and 8 above, unless otherwise mutually arranged by the Participants.

Signed in duplicate, in French and English languages, both texts being equally valid.

For the Government of Australia, as
represented by the Australian Space
Agency, part of the Department of Industry,
Science and Resources, CANBERRA,



**For the Centre National d'Études
Spatiales**

