



Australian Government

Civil Aviation Safety Authority



Memorandum of Understanding on Efforts to Enhance the Safety of Spaceflight and Air Navigation

between the

Civil Aviation Safety Authority

and the

Australian Space Agency

1. The agencies

- 1.1 The Civil Aviation Safety Authority (**CASA**) is an independent statutory authority established under the *Civil Aviation Act 1988*. CASA's primary function is the safety regulation of civil air operations in Australian territory and Australian aircraft operating overseas. Under the *Airspace Act 2007*, CASA also has responsibility for classifying Australian administered airspace, and having regard to the efficient use of, and equitable access to that airspace.
- 1.2 The Australian Space Agency is a non-statutory, separately branded division of the Department of Industry, Science and Resources. The Office of the Space Regulator is a branch within the Australian Space Agency, responsible for the regulation of civil space activities, including administering the *Space (Launches and Returns) Act 2018*.
- 1.3 The Australian Space Agency and CASA are, throughout this Memorandum of Understanding (**MoU**), referred to individually as 'agency' or collectively as 'the agencies'.

2. Scope

- 2.1 This MoU does not create binding legal, financial or other resource obligations on either agency.
- 2.2 This MoU is not intended to be exhaustive of the subject matter within its scope and recognises that the agencies may enter into any other arrangements or agreements for cooperation and collaboration.
- 2.3 This MoU will be implemented subject to and in accordance with each agency's respective legislation and policies.

3. Purpose and objectives

- 3.1 The purpose of this MoU is to provide the basis for cooperation regarding common areas of interest (**Areas of Cooperation**) with respect to the regulation of spaceflight and civil air operations. This includes, but is not limited to, suborbital and orbital launch, and planned and unplanned returns.
- 3.2 The objectives of this MoU are to:
 - (a) assist the agencies in achieving separate and common objectives to enhance and maintain the safety of spaceflight and air navigation;
 - (b) encourage greater cooperation, assistance and information sharing (to the extent permitted by law) where this will be of mutual benefit and in furtherance of the Australian Government's civil space objectives and Australian Airspace Policy Statement;
 - (c) to provide clarity, transparency and confidence to the regulated community, including through codeveloped guidance material as appropriate, of the regulatory requirements for the intersection of spaceflight and air navigation;
 - (d) to encourage alignment of each agency's intersecting regulatory assessments for space launch and returns, within existing legislative mandates, avoiding duplicative or overlapping regulatory assessment where appropriate;
 - (e) identify areas of improvement where new forms of cooperation are required or appropriate in the interests of the safety of spaceflight and air navigation; and
 - (f) provide an avenue for feedback between agencies so that opportunities for improvement can be harnessed.
- 3.3 The Areas of Cooperation agreed between the agencies are set out in Annex A to this MoU.

4. Management and points of contact

- 4.1 Each agency will nominate a responsible Senior Executive Officer to manage this MoU (**MoU Manager**). Additionally, each agency will nominate a person or persons of their agency to act as their dedicated lead(s) and co-ordinator for each Area of Cooperation (**Topic Leads**).

- 4.2 The names and contact details of the initial MoU Managers and Topic Leads for each Area of Cooperation are attached as Annex B to this MoU. Each agency will advise the other in writing of any change in its MoU Manager or respective Topic Leads before, or as soon as practicable after, any change.

MoU Managers

- 4.3 The MoU Managers are responsible for the strategic oversight of this MoU and will be responsible for meeting regularly to review the progress of the Areas of Cooperation and serving as a point of escalation of issues impacting on cooperation between the agencies.

Topic Leads

- 4.4 The Topic Leads will be the first point of contact for their nominated Area(s) of Cooperation and are responsible for the oversight, coordination of efforts and exchange of information within their Area(s) of Cooperation.

5. Areas of Cooperation and Activity Schedules

- 5.1 The Areas of Cooperation at Annex A may be modified, removed, or created in accordance with Section 8 of this MoU.
- 5.2 The agencies may, if needed, establish non-binding Schedules to this MoU that further detail the arrangements for the conduct of the activities or to advance particular and more general programs of work in one or more Areas of Cooperation (**Activity Schedules**).
- 5.3 Noting the legal status of each agency as a Commonwealth entity, should both agencies agree to enter into binding obligations in connection with the Area of Cooperation described in this MoU, the agencies will negotiate and enter into separate contractual agreements, fully independent of this MoU, and as permitted by and in accordance with the respective agency's legislative requirements, policies and processes.

6. Access to and security of information

- 6.1 Both agencies will ensure that requests for exchange, and the provision, of information that may be confidential between them accord with the exercise of their respective powers and functions including compliance with:
- (a) the authorised disclosure provisions under the respective agencies' legislation and policies;
 - (b) The Australian Government *Protective Security Policy Framework*; and
 - (c) other applicable laws including the *Privacy Act 1988*.
- 6.2 The agencies also recognise, subject to paragraph 6.1, that they each have obligations in relation to the protection of information and will take all reasonable measures to protect unauthorised use or disclosure of information given to the agencies pursuant to this MoU.
- 6.3 Where information may be shared between the agencies:
- (a) the agency providing the information will identify the relevant part of the information that is confidential, and any conditions attached to its disclosure;
 - (b) take all reasonable steps to ensure that such information is only used or disclosed for the purpose for which it was obtained, or as otherwise authorised by the providing agency;
 - (c) the receiving agency will comply with any confidentiality conditions and will only use or disclose that information to the extent permitted or authorised by law, for example, an FOI request or where required by a court, tribunal or other authority; and
 - (d) the receiving agency will use its best endeavours to inform the agency that provided the information prior to disclosing confidential information to third parties under paragraph 6.3(b).

7. Communications and media

- 7.1 The agencies may collaborate on any media releases, statements or responses to the media, industry inquiry and other communication with third parties which involve issues of mutual interest or issues which concern another agency.

8. Variations

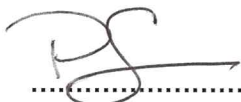
- 8.1 This MoU, its Annexes, or Activity Schedules may be amended at any time in writing and signed by an authorised representative of each agency as follows:
- (a) Variations to this MoU must be agreed by the Chief Executive Officer and Director of Aviation Safety of CASA and the Head of the Australian Space Agency (**Agency Heads**).
 - (b) The Areas of Cooperation may be modified, removed, or created on agreement by the MoU Managers.

9. General

- 9.1 Unless otherwise agreed by the agencies, each agency will pay its own costs and other expenses in respect of its participation in the activities under this MoU.
- 9.2 This MoU is strictly for the management and planning purposes of each of the agencies. Nothing in this MoU shall be interpreted as limiting, superseding, or otherwise affecting an agency from conducting normal operations or making decisions in carrying out its regulatory requirements and functions.
- 9.3 The agencies agree to act in good faith and in accordance with the terms of this MoU. In the event of any disagreement between the agencies as to the implementation of this MoU that are unable to be resolved by the MoU Managers, the matter will be referred to the Agency Heads to resolve.
- 9.4 Either agency may give written notice to the other agency of its intention to terminate this MoU. The MoU will terminate 30 calendar days after the date upon which the notice was received.

Signed for and on behalf of CASA

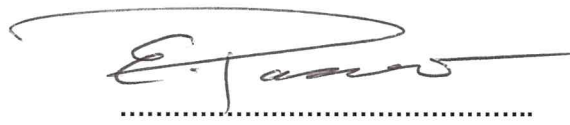
**Signed for and on behalf of the
Australian Space Agency**



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Pip Spence

Chief Executive Officer and
Director of Aviation Safety

Date: 2 / 12 / 2025



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Enrico Palermo

Head, Australian Space Agency

Date: 2 December 2025

Annex A to the MoU between CASA and the Australian Space Agency – Areas of Cooperation

The Areas of Cooperation in which the agencies seek to work together, and exchange information, are:

1. Regulatory Cooperation

- (a) The agencies recognise that the administration of their regulatory obligations and prerogatives may intersect, in terms of, among other things, regulated entities, business processes, information collection, compliance and enforcement powers and general administration.
- (b) The agencies will endeavour to collaborate on regulatory guidance and administration to enhance role clarity, and overall effectiveness of the respective regulatory authorisation processes.
- (c) The agencies will endeavour to develop joint assessment protocols to ensure assessment is not duplicated and the agencies have trust and assurance in each other's work.
- (d) The agencies will endeavour to collaborate on knowledge sharing and transfer through staff training, professional development, secondments, and attendance at industry and government forums.

2. Space-related airspace risk management

- (a) The agencies recognise that they collect and manage data and information that may be of mutual interest and relevance to their respective aviation and space regulatory activities and to inform their respective regulatory decision-making.
- (b) The agencies also acknowledge that there are intersections between the operational environments of their regulatory activities concerning Australia's aviation and spaceflight risk and safety assessments and the management and response to the risk posed by re-entering space debris which may impact Australia or, in the case of CASA, Australia's internationally regulated administered area of responsibility (**space debris re-entry events**).
- (c) In this context of space debris re-entry events, the agencies recognise the Australian Government Crisis Management Framework that sets out crisis management arrangements for identified hazards, including an Australian Government response to a space debris re-entry event.
- (d) The agencies, with the objective to preserve and advance public safety in aviation and spaceflight, will endeavour in a timely manner to share relevant space-related airspace notifications data and information and will collaborate on:
 - (i) establishing protocols for on-going data and information sharing in areas of mutual interest, and shared safety risks; and
 - (ii) putting in place technical solutions for the agencies shared access to relevant space-related airspace notifications.
- (e) The agencies agree that any data or information that is provided and received will be handled in a manner consistent with Section 6 (Access to and security of information) of the MoU and which complies with applicable legislative and policy requirements for use, security, secrecy, privacy and official disclosure.

3. Cooperation on Emerging and Complex Aviation and Spaceflight Technologies

- (a) The agencies recognise that there are intersections between their operational environments and regulatory oversight of activities concerning emerging and complex aviation and spaceflight technologies, such as hypersonic technology.
- (b) The agencies agree to collaborate, and establish protocols where required, on:
 - (i) approaches to managing emerging and complex air and spaceflight technologies applications, where these may intersect across the agencies' respective regulatory environments or transition between the agencies' respective regulatory frameworks;
 - (ii) strategies and frameworks to identify and set out how they will manage shared safety risks in relation to such activities to preserve and advance both public safety and spaceflight safety requirements.

4. Cooperation in Multilateral International Issues

- (a) Together with the Department of Infrastructure, Transport, Regional Development, Communications, Sport and the Arts and Airservices Australia, CASA is a coordinating agency that leads on the management of International Civil Aviation Organization (ICAO) related matters and representation at ICAO meetings.
- (b) Together with the Department of Foreign Affairs and Trade, the Australian Space Agency represents Australia's civil space interests at the United Nations Committee on the Peaceful Uses of Outer Space (COPUOS).
- (c) The agencies recognise that there are intersections between their respective engagements in the multilateral forums in which they have representational responsibilities and agree to inform each other of relevant issues that arise that affect the other agency's functions or regulatory responsibilities.
- (d) The agencies will discuss and determine whether it is appropriate for the notified agency to either provide representation to, or to provide a coordinated input for inclusion in, any Australian government response to, or meetings of, the international fora to such matters.