

OFFICIAL

MEMORANDUM OF COOPERATION

BETWEEN

THE NATIONAL INSTITUTE OF INFORMATION AND COMMUNICATIONS TECHNOLOGY OF JAPAN

AND

THE AUSTRALIAN SPACE AGENCY WITHIN THE DEPARTMENT OF INDUSTRY, SCIENCE AND
RESOURCES ON BEHALF OF THE GOVERNMENT OF AUSTRALIA

CONCERNING

COOPERATION IN THE FIELD OF SPACE INFORMATION AND COMMUNICATIONS TECHNOLOGY

The National Institute of Information and Communications Technology of Japan (**NICT**) and the Australian Space Agency (**ASA**) within the Department of Industry, Science and Resources on behalf of the Government of Australia (hereinafter referred to collectively as “the Participants” and individually as a “Participant”):

NOTING the Agreement on Cooperation in Research and Development in Scientific and Technical between the Government of Australia and the Government of Japan (S&T Agreement), signed in Canberra on 27 November 1980, applies to this Memorandum of Cooperation;

RECOGNIZING the existing strong cooperation between the Governments of Japan and Australia in civil space research for the exploration and use of outer space for peaceful purposes;

DESIRING to strengthen cooperation in the field of space information and communications technology that is of mutual interest and benefit, on the basis of equality;

WISHING to also further build on and benefit from civil space research and education activities that strengthen collaborative space technology management and long-term collaborative research;

ACKNOWLEDGING that, to support the growth of their respective space industries, fostering partnerships and ensuring effective research collaboration in the field of space information and communications technology between academia, industry, and government, is critical;

Have reached the following understandings:

1. Purpose

- a. The purpose of this Memorandum of Cooperation (**MoC**) is to strengthen relations between the Participants and to provide a framework to promote and enhance practical cooperation in the

OFFICIAL

field of space information and communications technology that may be of mutual interest and benefit.

- b. In support of this purpose, the Participants may encourage and facilitate the engagement and participation of relevant national stakeholders, such as research organisations, universities, industries, and other government agencies of the Participant's government (**Third-Party Cooperating Entities**) in collaborative activities under this MoC, where such Third-Party Cooperating Entities processes specialised subject matter expertise.

2. Scope of Cooperation

- a. The Participants intend for initial collaboration under this MoC to focus on space optical communications and technologies for both satellite and ground segments, including hybrid RF-optical systems. Collaboration in other areas of mutual interest under this MoC may subsequently be jointly decided upon by the Participants following the signature of this MoC.
- b. Collaboration under this MoC may include the following forms:
 - (i) transfer or exchange of scientific and technical information and development activities and practices;
 - (ii) conduct of bilateral cooperative projects and research activities;
 - (iii) organization of joint seminars, symposiums, conferences, workshops and other meetings, such as those of technical experts;
 - (iv) conduct of familiarization visits, study tours and exchanges of officials, researchers, academics, scientists or other technical experts pursuant to appropriate separate written arrangements between the sending Participant and host institution; and
 - (v) other forms of cooperative activities as may be mutually decided by the Participants.

3. Specific Arrangements and Collaboration Agreements

- a. Depending on the nature and degree of the collaboration, separate collaborative research arrangements may be concluded under the framework of this MoC in the form of a Project Arrangement or contractual Collaboration Agreement to implement specific activities. Such Project Arrangement or Collaboration Agreement may set out the contents and objectives of the collaborative activity, scope and sharing of work, research plan, project contact persons and, as appropriate, matters concerning financial arrangements, the arrangements for any exchange of personnel and their responsibilities, the treatment of intellectual property, protection of information subject to confidentiality, risk liability apportionment and any other relevant requirements for the conduct the collaborative activity.
- b. In the case of any inconsistency between the paragraphs of this MoC and the terms of a specific Project Arrangement or Collaboration Agreement, the terms of the specific Project Arrangement or Collaboration Agreement will prevail.
- c. The intention of the specific Project Arrangement or Collaboration Agreement will expressly state the legal nature and status of the document, depending on the nature of activities to which it relates.

4. Management of this MoC

a. Each Participant will designate MoC Managers who will serve as the primary point of contact for matters pertaining to this MoC generally and will be responsible for communications and coordination of activities relating to this MoC. The MoC Managers may engage in such consultations as they consider necessary in implementation of the MoC.

b. The designated MoC Managers of the Participants are:

For NICT:

Dr Miura Amane, Director of Space Communication Systems Laboratory, Wireless Networks Research Centre

E-mail: amane@nict.go.jp

For ASA:

Director, International Partnerships

E-mail: InternationalPartnerships@space.gov.au

c. As required, each Participant may further identify a Project Manager for each MoC activity who will serve as the primary point of contact for matters pertaining to their allocated MoC activity and to oversee and manage the conduct of the activity. Each Participant is to notify the other Participant in writing of its designated Project Manager for an MoC activity and any changes in its Project Managers.

d. To supervise cooperation under this MoC, the Participants will meet as necessary at times mutually established by the Participants, to review and discuss the collaboration under this MoC and to address any concerns. Such meetings will be comprised of the MoC Managers, and if appropriate, relevant Third Party Cooperating Entities that are undertaking specific collaborative activity under the framework of this MoC. Relevant technical experts may also be asked to attend individual meetings, with the consent of both Participants.

5. Funding and resources

a. The Participants understand that:

- (i) this MoC does not create any financial responsibilities in and of itself regarding any MoC activity;
- (ii) all costs that arise from an MoC activity pursuant to this MoC are expected to be assumed by the Participant who incurs them, unless otherwise jointly decided upon in a Project Arrangement/Collaborative Agreement; and
- (iii) all activities carried out pursuant to this MoC are subject to the availability of funds, personnel and other resources of each Participant.

6. Intellectual Property

a. Without prejudice to any Project Arrangement or Collaboration Agreement amongst or between the Participants and, where relevant, any Third-Party Cooperating Entities in relation to a MoC activity, and unless otherwise expressly decided, all Intellectual Property contained in any materials solely owned, or that is developed in the course of a MoC activity by a Participant or any of its Third-Party Cooperating Entities, will remain vested in the respective Participant or

OFFICIAL

Third-Party Cooperating Entity. Allocation of rights to, or interest in, such Intellectual Property rights between the Participants and its Third-Party Cooperating Entities will be determined by its applicable national laws and regulations, and contractual obligations.

- b. It is not anticipated that there will be the development of any jointly created Intellectual Property in the performance of the activities under this MoC. Nevertheless, in the event that the Participants jointly determine that a particular MoC activity may lead, or has led, to the creation of jointly created Intellectual Property, the effected Participants and, where relevant, any effected Third-Party Cooperating Entity, will consult with each other and make appropriate written arrangements, as necessary, for the allocation of rights in such Intellectual Property. Such written arrangements may be included in a specific Project Arrangement or Collaboration Agreement or otherwise be in the form of a separate instrument, which could include a licensing agreement or other equivalent measures for the allocation of such intellectual property.
- c. For the purpose of this Paragraph 6, the term 'intellectual property' and the rights therein will have the meaning provided under Article 1(2) of the World Trade Organization Agreement on Trade-related Aspects of Intellectual Property Rights of 15 April 1994.

7. Disclosure and use of information

- a. Subject to Paragraph 8, the Participants acknowledge that the provision or exchange of scientific or technical information between and amongst the Participant for the purpose of the MoC activities will normally be made without restriction, provided that:
 - (i) such information is made available only if the rights of holders of the Intellectual Property rights are not infringed; and
 - (ii) disclosure of information is consistent with national disclosure laws, regulation and policies of the sending Participant, including applicable export control laws and regulations.
- b. In the event a Participant finds it necessary to transfer information for which intellectual property or export control protection is to be maintained, such information will be specifically marked with a notice for the restrictions and conditions of use and further transfer.
- c. The Participants acknowledge that such scientific or technical information provided by the other Participant is to be made available for use for the purposes of the MoC activity for which it was provided and, unless otherwise restricted by the providing Participant, for the receiving Participants own internal research and development purposes. Any commercial use of such information will be the subject of a separate appropriate instruments to be negotiated by the effected Participants and, where relevant, with any effected Third-Party Cooperating Entities, on a case-by-case basis.
- d. In the event of the expiration or discontinuation of this MoC, provisions under this Paragraph 7 will continue to apply.

8. Confidentiality

- a. The Participants will maintain the confidentiality of information obtained from the other Participant, and protect such confidential information against unauthorised disclosure, in accordance with the receiving Participant's national laws, regulations and policies, where such information is marked confidential by the providing Participant. The Participants will ensure

OFFICIAL

that such information is not subject to disclosure to any third party without prior written consent of the providing Participant, subject to any legal, regulatory or governmental requirement of the receiving Participant requiring disclosure. In such cases, the receiving Participant will seek to provide reasonable notice to the providing Participant of the intention to disclose the information and will advise the third party to which the information is to be disclosed of its confidential nature.

- b. For the purposes of this Paragraph 8, confidential information will not include any information that:
 - (i) is already in the possession of the receiving Participant without assuming confidential obligation;
 - (ii) is in the public domain at the time of disclosure;
 - (iii) is duly received by the receiving Participant from a third party without assuming confidential obligation;
 - (iv) is independently obtained or developed by the receiving Participant without reference to the confidential information, which must be supported by evidence; or
 - (v) the disclosing Participant has consented in writing to the disclosure of.
- c. Where necessary, the Participants may set out additional requirements regarding protection, use, and disclosure of confidential information in a specific Project Arrangement or Collaboration Agreement for an activity or otherwise enter into separate written instruments regarding the exchange of any information necessitating confidentiality or considered sensitive by either Participant. Such separate written instruments could include non-disclosure agreements or other equivalent measures.
- d. Neither Participant intends to provide or exchange information pursuant to this MoC requiring protection in the interest of national security or foreign relations and classified in accordance with applicable national security laws and regulations. In the event it is subsequently discovered that information which is known or believed to require such protection is identified as having been furnished inadvertently in the course of a collaborative activity pursuant to this MoC, the matter should be brought immediately to the attention of appropriate officials and the Participants will consult to identify appropriate security measures to be mutually determined by the Participants, in writing, and applied to this information.
- e. The Participants will ensure that Third-Party Cooperating Entities control confidential information in accordance with the provisions of this Paragraph 8.
- f. In the event of the expiration or discontinuation of this MoC, provisions under this Paragraph 8 will continue to apply.

9. Status of this MoC

- a. This MoC is a document which embodies the understanding of the Participants and does not constitute or create, and is not intended to constitute or create, any legally binding or enforceable rights or obligations between the Participants or between the Participants and any third party under domestic or international law.

10. Compliance with applicable laws

- a. This MoC and the activities undertaken in connection with this MoC will be implemented subject to, and in accordance with, the applicable national laws and regulations including export control laws and regulations of the Participants' respective jurisdictions and with applicable international agreements to which a Participants' government is party.

11. Resolution of Differences

- a. Any difference of opinion between the Participants concerning the interpretation or application of this MoC is to be settled through consultation and negotiations between the Participants without reference to any domestic or international court, tribunal or any third party for settlement.

12. Modification

- a. This MoC may be modified at any time in writing by mutual decision of the Participants.
- b. Any modifications are intended to apply on a date to be determined jointly by the Participants.

13. Entry into effect, Duration and Termination

- a. This MoC may be signed by counterpart and becomes operative on the date of the last signature of the Participants and is intended to remain operative until March 31st 2031 unless it is discontinued in accordance with Paragraph 13(b). The Participants will hold annual meetings to review the purpose and continuation of this MoC and its implementation.
- b. The Participants may discontinue this MoC at any time by mutual written decision. Alternatively, either Participant may discontinue its participation under this MoC at any time by giving at least thirty (30) days prior written notice of the intended date of discontinuation to the other Participant.
- c. Any Project Arrangement or Collaboration Agreement for an activity arising from this MoC which commenced prior to discontinuation of this MoC will, notwithstanding the MoC's discontinuation, continue until the completion of such collaborative activities, unless otherwise mutually determined in writing by the Participants.

Signed in duplicate in the English language.

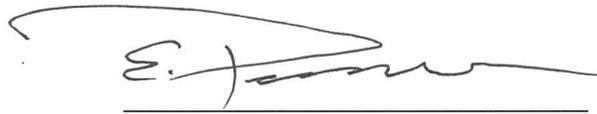
**FOR THE NATIONAL INSTITUTE OF
INFORMATION AND COMMUNICATIONS
TECHNOLOGY OF JAPAN**



TOKUDA Hideyuki
President, Member of the Board of Directors NICT
National Research and Development Agency

Date: *March 13, 2026*

**FOR THE AUSTRALIAN SPACE AGENCY, AS
PART OF THE AUSTRALIAN GOVERNMENT
DEPARTMENT OF INDUSTRY, SCIENCE AND
RESOURCES ON BEHALF OF THE
GOVERNMENT OF AUSTRALIA**



Enrico Palermo
Head, Australian Space Agency

Date: *March 13, 2026*