

AGREEMENT
BETWEEN THE GOVERNMENT OF AUSTRALIA
AND
THE GOVERNMENT OF
THE UNITED STATES OF AMERICA
ON TECHNOLOGY SAFEGUARDS ASSOCIATED WITH
UNITED STATES PARTICIPATION IN SPACE LAUNCHES
FROM AUSTRALIA

The Government of Australia and the Government of the United States of America (hereinafter referred to as "the Parties"),

Recalling their commitment to the objectives of nonproliferation and export control, as embodied in the Missile Technology Control Regime (MTCR) Guidelines,

Acknowledging that the Government of Australia is developing space launch vehicles independent from the Government of the United States of America and commitments made by the Parties under this Agreement do not imply encouragement by the Government of the United States of America for such efforts,

Acknowledging Australia's long history of collaboration with the United States of America in the pursuit of space science and exploration including testing, tracking, and communications,

Acknowledging the intention of the Government of Australia to enable the private sector to grow the commercial uses of outer space in a peaceful, safe, and sustainable manner.

Seeking to protect advanced technologies in the context of this Agreement and strengthen collaboration in relation to space launch activity in Australia,

Welcoming the opportunities this presents for enhanced cooperation on space science, technology, and industry, as well as other related opportunities under other frameworks, including the Agreement Relating to Scientific and Technological Cooperation between the Government of Australia and the Government of the United States of America, signed at Washington on November 29, 2016,

Desiring to further strengthen their collaboration in support of the purpose of this Agreement, and to ensure safety, security and consistency with Australian and U.S. law in relation to U.S. space launch activity in Australia, and

Acknowledging the duty of Australian authorities to fulfil their statutory functions under Australian laws and regulations to ensure spaceflight activities are carried out in a safe, secure and sustainable manner,

HAVE AGREED as follows:

ARTICLE I

PURPOSE

The purpose of this Agreement is to preclude unauthorized access to or transfer of advanced technologies subject to U S export controls and associated with U S participation in the launching from within the Territorial Jurisdiction of Australia of

- a U S Launch Vehicles,
- b U S Spacecraft by means of U S Launch Vehicles or Non-U S Launch Vehicles,
- c Foreign Spacecraft by means of U S Launch Vehicles, and
- d Australian Spacecraft by means of U S Launch Vehicles

ARTICLE II

DEFINITIONS

For the purposes of this Agreement, the following definitions shall apply

- 1 "AUSTRALIAN LAW"
means the laws and regulations of Australia, including the laws of the Commonwealth, States and Territories of Australia
- 2 "AUSTRALIAN LICENSEES"
means any persons who are identified on the relevant U S -issued export license(s) or authorization(s) and who are authorized by the Government of Australia to carry out Launch Activities under Australian Law

3. "AUSTRALIAN PARTICIPANTS"
means any persons, other than U.S. Participants, whether nationals of Australia or other nationals operating on behalf of Australian persons or Australian Licensees as their contractors, subcontractors, employees, or agents, who have or could have access to U.S. Launch Vehicles, U.S. Spacecraft, U.S. Related Equipment, and/or U.S. Technical Data in the conduct of covered Launch Activities.

4. "AUSTRALIAN SPACECRAFT"
means any payloads, spacecraft, groups of spacecraft, spacecraft systems or subsystems, spacecraft components (including satellites, groups of satellites, satellite systems or subsystems), and/or orbital transfer motors manufactured or assembled in Australia, and used to conduct Launch Activities.

5. "CONTROLLED AREAS"
means areas within the Territorial Jurisdiction of Australia that are designated solely by the Government of Australia where: 1) access will be limited to only persons designated by the Government of Australia, the Government of the United States of America, and governments of the other countries directly involved with Launch Activities; and 2) on an uninterrupted basis, U.S. Persons can monitor, inspect, access, U.S. Launch Vehicles, U.S. Spacecraft, U.S. Related Equipment, and/or U.S. Technical Data for purposes of conducting Launch Activities.

6. "FOREIGN SPACECRAFT"
means any payloads, spacecraft, groups of spacecraft, spacecraft systems or subsystems, spacecraft components (including satellites, groups of satellites,

satellite systems or subsystems) and/or orbital transfer motors authorized for export to Australia by a government other than the Government of the United States of America and used to conduct Launch Activities

7 "LAUNCH ACTIVITIES"

means all actions associated with the launching from within the Territorial Jurisdiction of Australia of U S Spacecraft, Foreign Spacecraft, or Australian Spacecraft by means of U S Launch Vehicles, and the landing within the Territorial Jurisdiction of Australia of U S Spacecraft or U S Launch Vehicles or the launching from within the Territorial Jurisdiction of Australia of U S Spacecraft by means of U S Launch Vehicles or Non-U S Launch Vehicles, (including all activities relating to the reuse of reusable U S Launch Vehicle stages and subsystems, such as maintenance, repair, overhaul, refurbishment, reintegration, reassembly, inspection, testing, and quality assurance) from the initial technical discussions to the launch and return of the U S Related Equipment and U S Technical Data from within the Territorial Jurisdiction of Australia to the United States of America or other location approved by the Government of the United States of America and, in the event of a cancelled, anomalous, or failed launch, the return of U S Launch Vehicles, U S Spacecraft, U S Related Equipment, U S Technical Data, and/or any recovered and identified components and/or debris of U S Launch Vehicles, U S Spacecraft and/or U S Related Equipment to the United States of America or other location approved by the Government of the United States of America

- 8 "NON-U S LAUNCH VEHICLES"
means any launch vehicles, sub orbital vehicles, boosters, adapters with separation systems, payload nose fairings, and/or components thereof developed by an MTCR Partner other than those authorized for export by the Government of the United States of America for launch from within the Territorial Jurisdiction of Australia
- 9 "SEGREGATED AREAS"
means areas within the Territorial Jurisdiction of Australia that are designated jointly by the Government of Australia and the Government of the United States of America and where 1) access will be limited to only persons designated by the Government of the United States of America, and 2) on an uninterrupted basis, U S Persons can monitor, inspect, and access, U S Launch Vehicles, U S Spacecraft, U S Related Equipment, and/or U S Technical Data for purposes of conducting Launch Activities
- 10 "TECHNOLOGY SECURITY PLANS"
means the plans developed by the holder of an Australian permit, license, or authorization, in consultation with U S Licensees, which are approved as part of the granting of an Australian launch permit, high power rocket permit, and launch facility license, or other authorization under Australian Law and which contain security measures to be implemented during Launch Activities, including in emergency situations

11 "TECHNOLOGY TRANSFER CONTROL PLANS"

means any plans developed by U S Licensees, in consultation with Australian Licensees, which are approved by the relevant agency or agencies of the Parties before delivery of U S Launch Vehicles, U S Spacecraft, U S Related Equipment, and/or U S Technical Data to Australia, and which outline security measures to be implemented during Launch Activities, including in emergency situations

12 "TERRITORIAL JURISDICTION OF AUSTRALIA"

means the jurisdiction of Australia in

- a) the territory of Australia and of each of its external territories,
- b) their internal waters and territorial seas in accordance with customary international law as reflected in the UN Convention on the Law of the Sea, and
- c) the airspace over the areas listed in paragraphs a) and b)

13 "U S LAUNCH VEHICLES"

means any launch vehicles, sub-orbital vehicles, boosters, adapters with separation systems, payload nose fairings, and/or components thereof authorized for export by the Government of the United States of America and used to carry out Launch Activities

14 "U S LICENSEES"

means any persons issued one or more export license or authorization pursuant to U S laws and regulations governing exports, reexports, and retransfers, for U S Launch Vehicles, U S Spacecraft, U S Related Equipment, and/or U S Technical Data

15. "U.S. PARTICIPANTS"

means any persons who are both (1) U.S. Persons and (2) U.S. Licensees, their contractors, subcontractors, employees, or agents, whether citizens of the United States of America or citizens of another nation, or any Government of the United States of America officials or contractors, subcontractors, employees, or agents, whether citizens of the United States of America or citizens of another nation, who, in connection with the issuance of a U.S. export license, participate in Launch Activities within the Territorial Jurisdiction of Australia.

16. "U.S. PERSONS"

means any natural persons who are U.S. citizens or, as defined under U.S. law, U.S. nationals, U.S. permanent residents, or protected persons; any corporations or any other entities, organizations, or groups incorporated or organized in the United States under U.S. law; and any part of the U.S. government.

17. "U.S. RELATED EQUIPMENT"

means support equipment, ancillary items, satellite and/or spacecraft components, and spare parts thereof authorized for export to Australia by the Government of the United States of America and required to carry out Launch Activities.

18. "U.S. SPACECRAFT"

means any payloads, spacecraft, groups of spacecraft, spacecraft systems or subsystems, spacecraft components (including satellites, groups of satellites, satellite systems, or subsystems), and/or orbital transfer motors imported into Australia from the United States or authorized for export from another country into

Australia by the Government of the United States of America to conduct Launch Activities

19 "U S TECHNICAL DATA"

means information, in any form including in oral form, other than information in the public domain, that is required for the design, development, production, manufacture, assembly, operation, repair, testing, maintenance, or modification of U S Launch Vehicles, U S Spacecraft, and/or U S Related Equipment Such information includes, but is not limited to, information in the form of blueprints, drawings, photographs, video materials, plans, instructions, computer software, and documentation

ARTICLE III

GENERAL PROVISIONS

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- 1 This Agreement does not restrict authorities of the Australian Government and its States and Territories from carrying out their statutory powers, duties and functions under Australian Law In accordance with Article III, paragraph 9 the Parties shall develop and implement arrangements elaborating the roles, responsibilities, and procedures necessary to facilitate the fulfilment of statutory powers, duties and functions by authorities of the Australian Government and its States and Territories
 - 2 The Government of Australia may not use the funds obtained from Launch Activities for the acquisition, development, production, testing, deployment, or use of MTCR Category I systems (either in Australia or other countries), although it may use such funds for the development and improvement of the Australian space program This

provision does not prevent the transfer of such funds to the Commonwealth's consolidated revenue fund for distribution across Commonwealth programs.

3. The Government of Australia shall:

a. Not permit the launch from within the Territorial Jurisdiction of Australia of Foreign Spacecraft:

i. owned or controlled by countries which, at the time of launch, are subject to United Nations Security Council sanctions, or by countries that have repeatedly provided support for acts of international terrorism; or

ii. identified through consultation and mutual determination of the Parties.

b. Not permit significant quantitative or qualitative inputs of equipment, technology, manpower, or funds into essential and integral parts of launch vehicles or launch facilities of the Australian Licensees from countries that are not Partners (members) of the MTCR, except as otherwise mutually determined between the Parties.

c. Ensure that no Australian Participants take any unauthorized possession of equipment or technology being imported to support Launch Activities, unless in exigent circumstances and in accordance with procedures mutually determined by the Parties.

d. Take the necessary measures to ensure that projects related to Launch Activities, or items imported for use in these projects are not used for other

purposes, except as mutually determined between the Government of Australia and the government of the exporting country

- e Enter into politically binding arrangements with other governments having jurisdiction and/or control over entities substantially involved in Launch Activities by means of Non-U.S. Launch Vehicles. The substantive scope and provisions of these arrangements shall be equivalent to those of this Agreement, except for this Article and as otherwise mutually determined between the Parties. In particular, these arrangements shall include assurances from the other governments that they will require their licensees to abide by terms and conditions substantively equivalent to those included in the Technology Transfer Control Plans that the Government of the United States of America requires U.S. Participants to abide by pursuant to paragraph 4 of Article IV of this Agreement. In addition, Australia, through a Technology Security Plan, shall require the holder of an Australian permit, licence, or authorization to conduct Launch Activities to
 - a abide by terms and conditions substantively equivalent to those included in the Technology Transfer Control Plans that the Government of the United States of America requires U.S. Participants to abide by pursuant to paragraph 4 of Article IV of this Agreement, and
 - b ensure, through contractual arrangements, that any foreign entities substantially involved in Launch Activities by means of Non-U.S. Launch Vehicles abide by terms and conditions substantively

equivalent to those included in the Technology Transfer Control Plans that the Government of the United States of America requires U S Participants to abide by pursuant to paragraph 4 of Article IV of this Agreement

- 4 For each Launch Activity, the Parties shall appoint an entity to oversee the exchange of U S Technical Data between Australian Participants and non-Australian entities involved in that Launch Activity
- 5 It is the intention of the Government of the United States of America, assuming consistency with U S laws, regulations, policies, and the provisions of this Agreement, to approve the export, reexport, retransfer, and import licenses and authorizations necessary to conduct Launch Activities However, nothing in this Agreement shall restrict the authority of the Government of the United States of America to take any action with respect to licensing consistent with the laws, regulations, and policies of the United States of America
- 6 It is the intention of the Government of Australia, assuming consistency with Australian Law and the policies of Australia, and the provisions of this Agreement, to approve the export and import licenses including permits and other authorizations required to conduct Launch Activities However, nothing in this Agreement shall restrict the authority of the Government of Australia to take any action with respect to licensing permits and authorizations consistent with Australian Law and the policies of Australia
- 7 The Government of the United States of America shall provide the Government of Australia with a written statement of the purpose and outcomes of each U S

Spacecraft and associated Launch Activities, consistent with Australia's full knowledge and concurrence policy, and with sufficient information to enable the Government of Australia to determine whether to approve a Launch Activity consistent with Australian Law

- 8 It is the intention of the Government of Australia to approve the launch of U S Spacecraft from within the Territorial Jurisdiction of Australia, assuming consistency with Australian Law and the policies of Australia. However, nothing in this Agreement shall restrict the authority of the Government of Australia with respect to approving Launch Activities under Australian Law and the policies of Australia
- 9 The Parties shall develop and implement arrangements elaborating the roles, responsibilities, and procedures to protect U S Launch Vehicles, U S Spacecraft, U S Related Equipment, and/or U S Technical Data from unauthorized disclosure between relevant agencies in the United States of America and Australia in relation to this Agreement, including, but not limited, to
 - a Possession of equipment,
 - b Disclosure and use of information and items,
 - c Access controls,
 - d Border controls, and
 - e Launch anomaly or failure

ARTICLE IV
CONTROL OF U.S. LAUNCH VEHICLES, U.S. SPACECRAFT, U.S. RELATED
EQUIPMENT, AND U.S. TECHNICAL DATA

1. This Agreement specifies the technology safeguards procedures to be followed for Launch Activities, including procedures for controlling access to U.S. Launch Vehicles, U.S. Spacecraft, U.S. Related Equipment, U.S. Technical Data, and areas containing these items at facilities within the Territorial Jurisdiction of Australia. This Agreement shall apply to all phases of Launch Activities, including activities at all facilities of the U.S. Licensees, activities at all facilities within the Territorial Jurisdiction of Australia, and activities of Australian Participants and U.S. Participants. This Agreement shall also apply to all phases of transportation of U.S. Launch Vehicles, U.S. Spacecraft, U.S. Related Equipment, and/or U.S. Technical Data.
2. Except as described in Article VI and in Article VIII, paragraph 3, of this Agreement, or as authorized in advance by export licenses issued by the Government of the United States of America, or as otherwise authorized in advance by the Government of the United States of America, the Government of Australia shall take the necessary measures to prevent unescorted or unmonitored access, including through any technical means, by unauthorized persons to U.S. Launch Vehicles, U.S. Spacecraft, U.S. Related Equipment, U.S. Technical Data, Segregated Areas, and Controlled Areas.
3. For any Launch Activities, the Parties shall take the necessary measures to ensure that U.S. Participants retain control of U.S. Launch Vehicles, U.S. Spacecraft, U.S. Related Equipment, and U.S. Technical Data, unless otherwise authorized by the

Government of the United States of America To this end, the Government of Australia shall make available Segregated Areas and Controlled Areas, the boundaries of which shall be clearly designated in accordance with the Technology Transfer Control Plans and Technology Security Plans

- 4 Each Party shall ensure that all persons under the jurisdiction and/or control of that Party who participate in or otherwise have access to Launch Activities adhere to the procedures specified in this Agreement The Government of the United States of America shall require U S Licensees involved in Launch Activities in Australia to conclude a Technology Transfer Control Plan reflecting and containing the relevant elements of this Agreement The Government of Australia shall require that Australian Participants meet their requirements as set forth in the Technology Transfer Control Plans and Technology Security Plans as applicable and shall require Australian Participants to immediately notify the Parties and relevant U S Participants if they are unable to meet their requirements under the Technology Transfer Control Plans or Technology Security Plans The Government of the United States of America shall ensure that U S Participants comply with their obligations as set forth in Technology Transfer Control Plans In the event of any conflict between the provisions of this Agreement and the provisions of any Technology Transfer Control Plans and Technology Security Plans, the provisions of this Agreement shall prevail
- 5 The Government of the United States of America shall use its best efforts to ensure continuity of the U S license(s) or authorization(s) related to the completion of Launch Activities If the Government of the United States of America determines

that any provision of this Agreement, Technology Transfer Control Plans, or Technology Security Plans for any Launch Activities may have been breached, it may suspend or revoke any export license or authorization related to such launches

- a In the event that any such export license or authorization is suspended or revoked, the Government of the United States of America shall promptly notify the Government of Australia and explain the reasons for its decision
- b In the event the Government of the United States of America revokes any such export license or authorization, the Government of Australia shall not interfere with and, if necessary, shall facilitate the expeditious return to the United States of America or other location approved by the Government of the United States of America, in accordance with the U S export license or authorization, of U S Launch Vehicles, U S Spacecraft, U S Related Equipment, and/or U S Technical Data that were brought within the Territorial Jurisdiction of Australia

6 The Government of Australia shall use its best efforts to ensure continuity of the Australian license, licenses, or other agreements related to completion of Launch Activities If the Government of Australia determines that any provision of this Agreement, Technology Transfer Control Plans, or Technology Security Plans for any Launch Activities may have been breached, it may suspend or revoke any licenses or agreements related to such launches

- a In the event that any such licenses or agreements are suspended or revoked, the Government of Australia shall promptly notify the Government of the United States of America and explain the reasons for its decision

- b In the event the Government of Australia revokes any such licenses or agreements, the Government of Australia shall not interfere with, and, if necessary, shall facilitate the expeditious return to the United States of America or other location approved by the Government of the United States of America, in accordance with the U S export license or authorization, of U S Launch Vehicles, U S Spacecraft, U S Related Equipment, and/or U S Technical Data that were brought within the Territorial Jurisdiction of Australia

ARTICLE V

DISCLOSURE AND USE OF CERTAIN INFORMATION AND ITEMS

- 1 This Agreement does not permit, and the Government of the United States of America shall prohibit, U S Participants from providing any assistance to Australian Participants relating to the design, development, engineering, manufacture, production, assembly, testing, repair, maintenance, modification, operation, processing, or use of U S Launch Vehicles, U S Spacecraft, and/or U S Related Equipment unless this assistance is authorized by the Government of the United States of America This Agreement does not permit the disclosure of any information related to U S Launch Vehicles, boosters, adapters with separation systems, payload nose fairings, U S Spacecraft, U S Related Equipment, and/or components thereof by U S Participants or anyone else subject to U S law, unless the disclosure is specifically authorized by the Government of the United States of America

- 2 The Government of Australia shall not retransfer and shall prohibit the retransfer by Australian Participants of any U S Launch Vehicles, U S Spacecraft, U S Related Equipment, and/or U S Technical Data without the prior written approval of the Government of the United States of America
- 3 The Government of Australia shall not use and shall take the necessary measures to ensure that Australian Participants do not use U S Launch Vehicles, U S Spacecraft, U S Related Equipment, and/or U S Technical Data for purposes other than purposes specified in the U S license or authorization information provided by the U S Licensees to the Australian Licensees
- 4 The Government of the United States of America shall take the necessary measures to ensure that the U S Licensees provide the Australian Licensees with the necessary information from the U S license and/or authorization, including information on the controlled nature of items transferred pursuant to the license or authorization as well as the relevant Technology Transfer Control Plan requirements The Government of Australia shall take the necessary measures to ensure that the Australian Licensees provide the Government of Australia with this information
- 5 Each Party shall handle and safeguard any classified information of the other Party it receives in connection with activities carried out under this Agreement in accordance with the terms set forth in the Agreement between the Government of Australia and the Government of the United States of America Concerning Security Measures for the Protection of Classified Information, signed at Canberra on June 25 2002 with exchange of notes, and entered into force on November 7, 2002, or

any successor agreement, and in accordance with the applicable laws and regulations of the recipient Party

ARTICLE VI
ACCESS CONTROLS

- 1 For any Launch Activities, the Parties shall oversee and monitor implementation of their respective Technology Transfer Control Plans and Technology Security Plans. The Government of Australia shall permit and facilitate oversight and monitoring of Launch Activities by the Government of the United States of America. If the Government of the United States of America chooses not to implement any of the controls referred to in this Article or in Article VII in particular circumstances, it shall consult with and notify the Government of Australia.
- 2 The Parties shall ensure that only persons authorized by the Government of the United States of America shall, on a 24-hour basis, control access to (1) U S Launch Vehicles, U S Spacecraft, U S Related Equipment, and U S Technical Data, whether located in Controlled Areas, Segregated Areas, or elsewhere, throughout equipment/component transportation, construction/installation, mating/demating, test and checkout, launch preparations, launch, and return of U S Related Equipment and U S Technical Data to the United States of America or other location approved by the Government of the United States of America, and (2) Segregated Areas.
- 3 The Government of Australia shall facilitate 24 hour access on an unimpeded and uninterrupted basis for U S Participants to U S Launch Vehicles, U S Spacecraft, U S

Related Equipment, and U S Technical Data including by allowing U S Participants to accompany Australian authorities carrying out statutory functions under Australian Law in accordance with procedures to be mutually determined by the Parties

- 4 Officials of the Government of the United States of America present in Australia for the purpose of Launch Activities shall have unimpeded access at all times to inspect and check U S Launch Vehicles, U S Spacecraft, U S Related Equipment, and/or U S Technical Data that is provided by U S Licensees to Australian Participants, whether such items are located in Controlled Areas, Segregated Areas, or elsewhere. The Government of the United States of America intends to give timely notice of such inspections and checks to the Government of Australia or Australian Participants. However, some inspections and checks nevertheless may occur without prior notice to the Government of Australia or Australian Participants. The Government of the United States of America, including through U S Licensees, shall have the right to inspect and monitor, including electronically through a closed-circuit television system and other electronic devices compatible with conditions for the conduct of Launch Activities and compatible with launch safety requirements. This includes inspecting and monitoring Segregated Areas and Controlled Areas as set forth in the Technology Transfer Control Plans and Technology Security Plans where U S Launch Vehicles, U S Spacecraft, U S Related Equipment, and/or U S Technical Data are located, including the "especially clean" portion for working with U S Spacecraft, Australian Spacecraft, or Foreign Spacecraft after those spacecraft are mated with U S Launch Vehicles. The Government of the United States of America shall have the

right to have U S Participants accompany U S Launch Vehicles and/or U S Spacecraft along the route that U S Launch Vehicles with U S Spacecraft, Australian Spacecraft, or Foreign Spacecraft mounted on them may follow to launch pads The Government of the United States of America shall ensure that the U S Licensees are permitted to coordinate the specifications and technical characteristics of any electronic monitoring devices with Australian Licensees

- 5 The Government of Australia shall give timely notice to the Government of the United States of America of any operations that may create a conflict between the access control and observation requirements specified by the Parties so that suitable arrangements can be mutually determined to safeguard U S Launch Vehicles, U S Spacecraft, U S Related Equipment, and U S Technical Data The Government of Australia shall ensure that the U S Licensees are permitted, on an uninterrupted basis, to monitor, access, and accompany U S Launch Vehicles, U S Spacecraft, U S Related Equipment, and U S Technical Data, and to control access to Segregated Areas, except in exigent circumstances and in accordance with procedures to be mutually determined by the Parties, to protect U S Launch Vehicles, U S Spacecraft, U S Related Equipment, and U S Technical Data from unauthorized disclosure
- 6 The Government of Australia shall require that all Australian Participants display visible identification while performing duties associated with Launch Activities within Controlled Areas and Segregated Areas Access to Segregated Areas shall be controlled by the Government of the United States of America or, as authorized in the export license(s) or authorization(s), by the U S Licensees, by means of

identification that are issued only by the Government of the United States of America, or by the U.S. Licensees if authorized by the Government of the United States of America.

7. The Government of the United States of America shall direct U.S.-authorized persons who control access to U.S. Launch Vehicles, U.S. Spacecraft, U.S. Related Equipment, U.S. Technical Data, and Segregated Areas to facilitate access for Australian authorities for the purpose of conducting official duties (including emergency services, compliance, and investigative functions) in accordance with procedures to be mutually determined by the Parties, to protect U.S. Launch Vehicles, U.S. Spacecraft, U.S. Related Equipment, and U.S. Technical Data from unauthorized disclosure.
8. Access to areas, facilities, and premises of the Australian launch site that are not within Segregated Areas shall be controlled by Australian Participants and shall be granted in accordance with information on identification issued by Australian Participants as authorized by the Government of Australia. The Parties shall ensure that any U.S. Launch Vehicles, U.S. Spacecraft, U.S. Related Equipment, and U.S. Technical Data present in Controlled Areas are accompanied and monitored by U.S. Participants who have been approved, in accordance with procedures mutually determined by the parties, by the Government of the United States of America.

ARTICLE VII
PROCESSING PROCEDURES

1. TRANSPORTATION OF U.S. LAUNCH VEHICLES, U.S. SPACECRAFT, U.S. RELATED EQUIPMENT AND U.S. TECHNICAL DATA, INCLUDING CUSTOMS PROCESSING

- a. All transportation of U.S. Launch Vehicles, U.S. Spacecraft, U.S. Related Equipment, and U.S. Technical Data to or from Australia shall be authorized in advance by the Government of the United States of America. These items may, at the discretion of the Government of the United States of America, be accompanied and monitored during transport by U.S. Participants authorized by the Government of the United States of America.
- b. Any U.S. Launch Vehicles, U.S. Spacecraft, U.S. Related Equipment, and/or U.S. Technical Data transported to or from the Territorial Jurisdiction of Australia and packed in appropriately sealed containers shall not be opened for inspection while within the Territorial Jurisdiction of Australia, except in exigent circumstances, or to fulfil statutory powers, duties or functions, under the supervision of U.S. Licensees to provide guidance on handling and "clean room" environments, and in accordance with procedures to be mutually determined by the Parties, to protect U.S. Launch Vehicles, U.S. Spacecraft, U.S. Related Equipment, and U.S. Technical Data from unauthorized disclosure. The appropriate Australian authorities shall be provided by the Government of the United States of America or a U.S. Participant with a package list with a written statement of the contents of the

aforementioned sealed containers to establish the identity of the goods with reasonable specificity.

- c. The Government of the United States of America shall require U.S. Licensees to provide written assurances that the sealed containers referred to in paragraph 1.b of this Article do not contain any freight or equipment unrelated to Launch Activities.
- d. The Government of Australia shall require U.S. Participants to go through passport, customs control, and biosecurity requirements in accordance with Australian Law.
- e. The Government of Australia shall require U.S. Spacecraft, U.S. Launch Vehicles and U.S. Related Equipment go through Australian biosecurity requirements in Australia, in accordance with paragraph 1.b. and Australian Law.
- f. The Government of Australia shall endeavour to assist in facilitating the entry of U.S. Participants into Australia for Launch Activities, in accordance with Australian Law.

2. PREPARATIONS AT AUSTRALIAN FACILITIES

- a. The Government of Australia shall permit Australian Participants to participate in unloading vehicles transporting U.S. Launch Vehicles, U.S. Spacecraft, U.S. Related Equipment, and/or U.S. Technical Data, and delivering sealed containers to Segregated Areas and/or Controlled Areas only if they are under the supervision of U.S. Participants. The Government of Australia shall not permit Australian Participants access to Segregated

Areas and Controlled Areas for any purpose while U.S. Launch Vehicles, U.S. Spacecraft, and/or any U.S. Related Equipment is being assembled, installed, tested, prepared, and/or integrated unless they are escorted at all times by U.S. Participants or are specially authorized by the Government of the United States of America, unless in exigent circumstances.

- b. The Parties shall permit only U.S. Participants to add propellant to U.S. Launch Vehicles and U.S. Spacecraft and to test U.S. Launch Vehicles and U.S. Spacecraft, unless Australian Participants are specifically authorized by the Government of the United States of America to do so. The Parties agree that, when not in Segregated Areas or Controlled Areas, U.S. Launch Vehicles, U.S. Spacecraft, and U.S. Related Equipment shall be accompanied by U.S. Participants during the conduct of Launch Activities, including while being transferred to the launch pad, unless in accordance with the terms of the U.S.-approved export license or Technology Transfer Control Plan.

3. POST-LAUNCH PROCEDURES

The Parties shall ensure that only U.S. Participants are permitted to dismantle U.S. Related Equipment. The Parties shall ensure that dismantled U.S. Related Equipment, together with U.S. Technical Data, is returned to locations, and aboard vehicles, approved by the Government of the United States of America in accordance with the terms of the U.S.-approved export license or Technology Transfer Control Plan. Such U.S. Related Equipment and U.S. Technical Data may be accompanied during transport by U.S. Participants authorized by the Government of the United States of America in accordance with the terms of the U.S.-approved export license

or Technology Transfer Control Plan. U.S. Related Equipment and other items subject to U.S. export controls that remain within the Territorial Jurisdiction of Australia pursuant to a project no longer engaging in Launch Activities shall be destroyed in place or removed from within the Territorial Jurisdiction of Australia in a manner approved by the Government of the United States of America in accordance with the terms of the U.S.-approved export license or Technology Transfer Control Plan.

ARTICLE VIII

LAUNCH DELAY, CANCELLATION, ANOMALY, OR FAILURE

1. LAUNCH DELAY

In the event of a launch delay, the Government of Australia shall allow U.S. Participants, on an unimpeded basis, to:

- a. monitor, on an uninterrupted basis, U.S. Launch Vehicles, U.S. Spacecraft, U.S. Related Equipment, and U.S. Technical Data;
- b. be present if U.S. Spacecraft are exposed or are removed from U.S. Launch Vehicles or Non-U.S. Launch Vehicles after they are mated; and
- c. monitor and accompany U.S. Launch Vehicles and U.S. Spacecraft from the launch pad throughout the transport route to Segregated Areas and Controlled Areas, where, if needed, demating activities occur and U.S. Launch Vehicles and U.S. Spacecraft are repaired and await remating.

The provisions of Article VII of this Agreement shall apply to any subsequent Launch Activities.

2. LAUNCH CANCELLATION

In the event of a launch cancellation, the Government of Australia shall allow U.S.

Participants, on an unimpeded basis, to:

- a. monitor, on an uninterrupted basis, U.S. Launch Vehicles, U.S. Spacecraft, U.S. Related Equipment, and U.S. Technical Data;
- b. be present if U.S. Spacecraft are exposed or are removed from U.S. Launch Vehicles or Non-U.S. Launch Vehicles after they are mated;
- c. monitor and accompany U.S. Launch Vehicles and U.S. Spacecraft from the launch pad throughout the transport route to Segregated Areas and Controlled Areas, where they will await return to the United States of America or other location approved by the Government of the United States of America; and
- d. monitor the loading of U.S. Launch Vehicles, U.S. Spacecraft, U.S. Related Equipment, and U.S. Technical Data onto a vehicle that is approved by the Government of the United States of America.

3. LAUNCH ANOMALY OR FAILURE

In the event of a launch anomaly or failure:

- a. The Government of Australia shall permit U.S. Participants to assist in the search for and recovery of any U.S. Launch Vehicles, U.S. Spacecraft, U.S. Related Equipment, and/or components or debris thereof from all accident sites in locations within the Territorial Jurisdiction of Australia. The Government of Australia shall ensure that U.S. Government emergency search personnel in conjunction with Australian authorities and relevant

officials have access to the accident site, unless operational imperatives to be mutually determined by the Parties require otherwise. If there is reason to believe that the search and recovery of the U S Launch Vehicle, U S Spacecraft, U S Related Equipment, and/or components or debris thereof will affect the interests of a third state, the Parties shall consult expeditiously with the government of that state regarding the coordination of procedures for conducting search operations, without prejudice to the rights and obligations of all concerned states under international law, including those arising out of the Agreement on the Rescue of Astronauts, the Return of Astronauts, and the Return of Objects Launched into Outer Space, done at London, Moscow and Washington on April 22, 1968, and the Convention on International Liability for Damage Caused by Space Objects, done at London, Moscow and Washington on March 29, 1972.

- b The Government of Australia shall ensure that a "debris recovery site" for the storage of identified U S Launch Vehicle, U S Spacecraft, U S Related Equipment, and/or components or debris thereof, which is subject to the provisions of Article VI, is located at launch facilities within the Territorial Jurisdiction of Australia and/or another location agreed to by the Parties. Access to any such location shall be controlled as a Segregated Area and as provided in Article VI of this Agreement.
- c The Government of Australia shall ensure that all identified U S Launch Vehicles, U S Spacecraft, U S Related Equipment, U S Technical Data, and/or components or debris thereof recovered by Australian Participants are

returned to U S Participants without such items or debris being studied or photographed in any way, except in circumstances and in accordance with procedures, to be mutually determined by the Parties, to protect U S Launch Vehicles, U S Spacecraft, U S Related Equipment, and U S Technical Data from unauthorized disclosure

- d. The Government of the United States of America and the Government of Australia agree to allow the U S Licensees and Australian Licensees respectively, through licenses or permits, to provide, to the extent the national security interests and foreign policy of the respective states permit, information necessary to determine the cause of the launch anomaly or failure

ARTICLE IX
IMPLEMENTATION

- 1 The Parties shall consult, at the request of either Party, to review the implementation of this Agreement The Parties shall use reasonable efforts to identify, as appropriate, any adjustments that may be required to maintain the effectiveness of controls over technology transfer
- 2 Any dispute between the Parties regarding the interpretation and implementation of this Agreement shall be resolved by consultation through diplomatic channels

ARTICLE X
ENTRY INTO FORCE, AMENDMENT, AND TERMINATION

- 1 This Agreement shall enter into force on the date of the last note in an exchange of notes between the Parties confirming that all domestic requirements necessary for the Agreement's entry into force have been fulfilled
- 2 This Agreement may be amended by written agreement between the Parties
- 3 This Agreement may be terminated by either Party by written notification to the other Party of its intention to terminate this Agreement. Termination of this Agreement shall, except as set out in Article X(4) of this Agreement, take effect upon the expiration of one year from the date of the written notification. All Articles shall cease to have effect upon termination of this Agreement unless specified otherwise or as mutually determined
- 4 The obligations of the Parties set out in this Agreement concerning security, disclosure and use of information, and return of U S Launch Vehicles, U S Spacecraft, U S Related Equipment and/or U S Technical Data from a delayed or cancelled launch, or U S Launch Vehicles, U S Spacecraft, U S Related Equipment and/or components or debris thereof resulting from a failed or anomalous launch to the United States of America or other location approved by the Government of the United States of America, shall continue to apply after the termination of this Agreement

IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective Governments, have signed this Agreement

DONE at Washington this twenty-sixth day of October, 2023, in duplicate

FOR THE GOVERNMENT OF
AUSTRALIA

FOR THE GOVERNMENT OF
THE UNITED STATES OF AMERICA