



Australian Government



Australian
Space Agency

Memorandum of Understanding

Between

Australian Space Agency

and

Canadian Space Agency

Regarding Cooperation in the Exploration and Use of Space for Peaceful Purposes

The Canadian Space Agency, an Agency of the Government of Canada, created by the Canadian Space Agency Act (S.C. 1990, c.13), having its headquarters at 6767 route de l'Aéroport, Longueuil, Québec (hereafter referred to as the "CSA");

and

The Australian Space Agency, an Agency of the Commonwealth of Australia within the Department of Industry, Innovation and Science, located at Industry House, Binara St., Canberra City, Canberra created in July 2018;

hereinafter referred to individually as "Participant" or collectively as "Participants",

HAVING REGARD to the Treaty on Principles Governing the Activities of States in the Exploration and Use of Outer Space, including the Moon and other Celestial Bodies, signed by Australia and Canada on 27 January 1967;

CONSIDERING the deep history and friendship between Australia and Canada;

CONSIDERING that the global space sector has undergone significant evolution in technological development, knowledge dissemination and size in recent years;

RECOGNISING the Memorandum of Understanding signed on 3 August 2018 between Geoscience Australia and the Department of Natural Resources of Canada concerning Cooperation in Geospatial technology and Earth Sciences;

RECOGNISING the positive contribution that cooperation in space science, research, technology, services, applications and international governance will bring to promoting relationships and partnerships between their States, their respective national industry organizations, as well as their national academic and research institutions;

TAKING INTO ACCOUNT their mutual interest to start bilateral cooperation in the areas of mutual interest set out in Paragraph 2 below;

HAVE REACHED THE FOLLOWING UNDERSTANDING:

1. Purpose. The purpose of this Memorandum of Understanding (MoU) is to:
 - (a) establish a framework for cooperation between the Participants relating to the exploration, use and application of space for peaceful purposes;
 - (b) based on reasonable efforts, promote and organize the exchange of information and expertise, as well as cooperative activities, between the Participants in exploring and utilizing space for peaceful purposes;
 - (c) develop a closer understanding and greater cooperation through the pursuit and promotion of joint cooperative activities in the areas of research and development, academic exchange and industry collaboration in the space sector; and
 - (d) facilitate the exchange of personnel to set up closer links between the Participants.

2. Areas of Cooperation. The Participants, through consultation, will decide on the specific cooperative activities they will carry out under the framework of this MoU. The proposed cooperative activities are as follow:

- (a) Participants will facilitate cooperation as appropriate, including the exchange of information and expertise, between the Australian space sector and the Canadian space sector, including but not limited to:
 - (i) earth observation technologies, data, and data utilization;
 - (ii) space exploration systems and joint missions;
 - (iii) space science, technology and application including:
 - a. Position, navigation and timing;
 - b. Space situational awareness;
 - c. Communications; and
 - d. Advanced emerging research and development
 - (iv) space operations;
 - (v) exchange views on space policy, laws and regulations; and
 - (vi) human capital development in the space field and related areas.
- (b) Participants will jointly identify projects or areas of common interest that can be supported and developed in both countries.
- (c) The Participants may jointly identify other areas of cooperation.

3. Modalities of Implementation.

- (a) In order to pursue cooperative activities in the areas of common interest, the Participants will conclude a specific implementation arrangement for each separate cooperative activity. Each cooperation arrangement will set out:
 - (i) the applicable dispositions including nature and scope of that specific cooperative activity;
 - (ii) the entry into effect and duration of that arrangement;
 - (iii) the points of contact, the roles and responsibilities of the Participants;
 - (iv) the financial arrangements;
 - (v) the rules governing intellectual property;
 - (vi) publication of results and announcement of outcome;
 - (vii) the detailed provisions for the exchange of data and goods;
 - (viii) confidentiality provisions;
 - (ix) waivers of liability as applicable; and
 - (x) any other provision that the Participants may deem necessary to carry out the cooperative activities.
- (b) The Participants may establish joint working groups to examine and define proposals for cooperative activities in the areas they jointly decide upon.

- (c) The Participants may extend their cooperation through the following means:
- (i) exchange of experts to participate in joint studies, research and activities for technical, operational, and regulatory aspects related to space;
 - (ii) holding of joint conferences and symposia;
 - (iii) promotion of the use of products and services developed under their respective activities;
 - (iv) promotion of business creation and growth in space related ventures;
 - (v) promotion of educational activities in space science and technology; and
 - (vi) promotion of collaboration between their national institutes, research institutions and industries acting in the space sector.
4. Association of Third Party Partners.
The Participants may jointly decide to include third party partners to the cooperative activities carried out under this MoU.
5. Financial Provisions.
- (a) The Participants will carry out the cooperative activities provided for under this MoU in accordance with their respective national laws and regulations, and subject to the availability of their respective resources.
 - (b) This MoU will not involve any exchange or transfer of funds or payments between the Participants, except if and as explicitly provided in a specific implementation arrangement.
 - (c) Unless otherwise jointly decided, in writing, each Participant will bear the costs associated with its respective activities under this MoU, including travel and subsistence expenses of its own personnel and transportation of all equipment and other items for which it is in charge.
 - (d) If a Participant encounters budgetary problems that may affect the cooperative activities to be carried out under this MoU, it will inform and consult with the other Participant as soon as possible.
6. Communication, Status Review and Consultations.
- (a) In order to facilitate communication and coordination efforts under this MoU, the Participants designate the following as their respective points of contact:
 - For the Australia Space Agency:

Karl Rodrigues, Executive Director, International & National Engagements
E-mail: karl.rodrigues@space.gov.au

 - For the Canadian Space Agency:

Elle Agnew, Manager, International & Regulatory Affairs Policy Branch
E-mail: eleonora.agnew2@canada.ca
 - (b) The Participants will notify each other in writing as soon as any change or update is made to the above designated points of contact.

- (c) The Participants will hold annual consultations to monitor the effectiveness and applicability of this MoU and examine proposals relating to plans for cooperation.

7. Confidentiality and Public Release of Information.

- (a) Except as provided below, the Participants will make all technical information obtained through the cooperative activities carried out under this MoU available to each other.
- (b) If a Participant deems information to be confidential under its national laws, or identifies, in a timely fashion, information furnished or created under this MoU as "confidential", the Participants will protect such information in accordance with the terms of the relevant cooperation arrangement and their respective national laws. The Participants may execute separate confidentiality instruments to cover any exchange of information that may occur outside the framework of any cooperation arrangement.
- (c) The Participants will jointly coordinate, in advance, the public release of information that relates to the cooperative activities carried out under this MoU. The Participants will acknowledge in writing, their respective roles in such activities.

8. Difference in interpretation and application.

- (a) The Participants will resolve any differences in the interpretation or application of this MoU by consultations at the appropriate management level.
- (b) If the management level referred to above is unable to come to a resolution, the issue shall be settled by mutual agreement between the Head of the Australian Space Agency and the President of the Canadian Space Agency.

9. Status

- (a) Nothing in this MoU is intended to create any legally binding relationship between the Participants, nor is it intended to have any legal or binding effect on either Participant.
- (b) This MoU will be without prejudice to the cooperation of either Participant with other States, Space Agencies or any other entity.

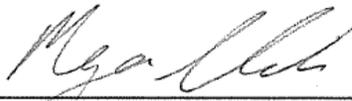
10. Final Dispositions

- (a) This MoU will come into effect on the date of its signature by both Participants and will remain in effect for a period of five (5) years. It will then be extended for successive periods of five (5) years, upon the mutual written consent of the Participants.
- (b) The Participants may modify this MoU upon their mutual written consent signed by the authorised representatives of the Participants.
- (c) Unless they jointly decide otherwise in writing, the Participants understand that the termination of this MoU will not affect their commitments under paragraphs 7 (Confidentiality and Public Release of Information) and 8 (Difference in interpretation and application).
- (d) Unless they jointly decide otherwise in writing, the Participants understand that, termination of this MoU will not affect the validity of any ongoing activities not fully completed at the time of termination.

Signed in duplicate at Bremen, Germany on 2nd, October 2018 in the English and French languages, both texts being equally valid.

For Australian Space Agency

For Canadian Space Agency



Megan Clark
Head of Agency
Australian Space Agency



Sylvain Laporte
President
Canadian Space Agency