



MEMORANDUM OF COOPERATION

BETWEEN

THE AUSTRALIAN SPACE AGENCY

AND

THE JAPAN AEROSPACE EXPLORATION AGENCY

REGARDING SPACE COOPERATION

FOR PEACEFUL PURPOSES

The Australian Space Agency (part of the Government of Australia within the Department of Industry, Science, Energy and Resources) (hereinafter referred to as ‘the Agency’) created on 1 July 2018, represented by its Head;

and

The Japan Aerospace Exploration Agency (hereinafter referred to as “JAXA”), established under the laws concerning the Japan Aerospace Exploration Agency (Law No. 161 of 13 December 2002, as amended), represented by its President;

hereinafter referred to individually as “Participant” or collectively as “the Participants”;

TAKING INTO ACCOUNT the successful achievement through the space cooperation between the Government of Australia and JAXA such as ALFLEX (Automatic Landing Flight Experiment), FedSat launch and Hayabusa/Hayabusa2 asteroid exploration;

RECALLING that the Agency was established to transform and grow a globally respected Australian space industry and to open doors internationally for Australian entities; and

WISHING to further promote space cooperation for peaceful purposes,

HAVE REACHED THE FOLLOWING ARRANGEMENT:

1. PURPOSE

The purpose of this Memorandum of Cooperation (hereinafter referred to as “this MoC”) is to:

- a. define areas of potential cooperation;
- b. designate the Participants’ respective points of contact; and
- c. define the procedure for implementing cooperation between the Participants, as well as between other Australian entities and JAXA.

2. AREAS OF POTENTIAL COOPERATION

The Participants will exchange information, and discuss and identify potential collaborative opportunities, including in the following areas:

- a. Space Applications;
- b. Space Technology;
- c. Space Environment Utilization;
- d. Space Science and Space Exploration; and
- e. Space Education and Outreach.

Other areas of potential cooperation may be added by mutual written consent between the Participants.

3. POINTS OF CONTACT

In order to facilitate communication and coordination efforts under this MoC, the Participants hereby designate their respective representatives as points of contact:

For the Agency:

Karl Rodrigues, Executive Director, National and International Engagement

E-mail: karl.rodrigues@space.gov.au

For JAXA:

SHOJI Yoshikazu, Director, International Relations and Research Department

E-mail: shoji.yoshikazu@jaxa.jp

4. IMPLEMENTATION

- a. The Participants may formulate implementing arrangements under this MoC to implement any of the areas of potential cooperation.
- b. The Participants acknowledge that other entities (including, but not limited to, Australian research institutions and other Australian Government entities) may also formulate such separate implementing arrangements with JAXA under this MoC. The relevant entities will be responsible for defining the terms and conditions of each separate implementing arrangement, including any commitments such as financial arrangements and confidential information.

5. FINANCIAL ARRANGEMENTS

- a. The Participants will bear the costs of their respective activities under this MoC, including travel and subsistence of their own personnel and transportation charges for their equipment, unless the Participants decide otherwise in writing.
- b. The Participants recognize that the ability to fulfil their respective roles and activities under this MoC is subject to their respective funding procedures, the availability of appropriated funds and their respective national laws. Should either Participant encounter funding problems, which may affect its ability to fulfil its roles and activities under this MoC, that Participant will notify and consult promptly in good faith with the other Participant.

6. CONFIDENTIALITY

- a. In the event that one Participant finds it necessary to disclose technical information, which should be appropriately protected, to the other Participant through the implementation of this MoC, such confidential information will be specifically marked.
- b. Such confidential information will be used by the receiving Participant only for the purpose of cooperative activities under this MoC, and will not be disclosed to any other entity without the prior written permission of the furnishing Participant.

7. PUBLICATION

- a. Either Participant will coordinate with the other Participant, as appropriate and in advance, with respect to a release of general information to the public which relates to the activities under this MoC.
- b. Publication of information relating to separate implementing arrangements will be the responsibility of the relevant entities. The relevant entities will coordinate, as appropriate, with the Participants with respect to a release of general information to the public.

8. RESOLUTION OF DISPUTES

- a. Any disputes between the Participants arising from the interpretation or implementation of this MoC will be resolved amicably through consultation or negotiation between the Participants.
- b. Any disputes relating to separate implementing arrangements will be subject to the terms and conditions determined between the relevant entities in the separate implementing arrangements. The relevant entities will consult, as appropriate, with the Participants to facilitate an amicable resolution.

9. STATUS OF MOC

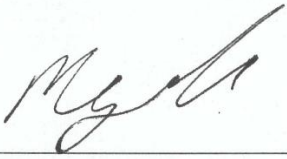
- a. Nothing in this MoC is intended to create any legally binding relationship between the Participants, nor is it intended to have any legal or binding effect on either Participant.
- b. Nothing in this MoC prevents either Participant from cooperating with other States, Space Agencies or any other entity.
- c. Nothing in this MoC is intended to have any legal or binding effect on the Government of Japan or Australia.

10. DURATION, TERMINATION AND MODIFICATION

- a. This MoC will commence on its signature by the Participants and will continue for a period of five (5) years. It will be automatically extended for successive five (5) year periods unless a Participant gives the other Participant six (6) months' prior written notice of its intention not to extend.
- b. Either Participant may terminate this MoC at any time by giving six (6) months' prior written notice to the other Participant. In the event of termination, the Participants will endeavor to minimize the negative impact of such termination.
- c. The Participants may modify this MoC upon their mutual written consent.

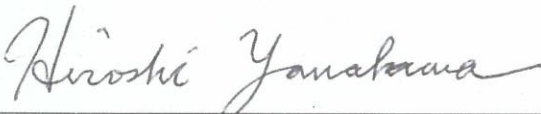
Signed on 7 July 2020 in English in two copies.

For
the Australian Space Agency:



Dr Megan Clark AC
Head, Australian Space Agency

For
the Japan Aerospace Exploration Agency:



Dr YAMAKAWA Hiroshi
President, Japan Aerospace Exploration Agency