

NONPROLIFERATION

Technology Transfer

**Agreement between the
UNITED STATES OF AMERICA
and NEW ZEALAND**

Signed at Washington June 16, 2016



NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89—497, approved July 8, 1966
(80 Stat. 271; 1 U.S.C. 113)—

“ . . .the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof.”

NEW ZEALAND

**Nonproliferation:
Technology Transfer**

*Agreement signed at Washington
June 16, 2016;
Entered into force December 12, 2016.*

Agreement
between
the Government of the United States of America
and
the Government of New Zealand
on Technology Safeguards Associated with
United States Participation in Space Launches
from New Zealand

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

Recalling their commitment to the objectives of non-proliferation and export control, as embodied in the Missile Technology Control Regime Guidelines,

Affirming their mutual interests in the protection of advanced technologies and their common will for further development of scientific and technical cooperation and of their respective related private sector enterprises, and

Desiring to further strengthen their collaboration in support of the purpose of this Agreement, and to ensure safety and the maintenance of law in relation to space launch activity in New Zealand,

Have agreed as follows:

ARTICLE I

PURPOSE

The purpose of this Agreement is to preclude unauthorized access to or transfer of technologies associated with the launching from New Zealand of:

- a. U.S. Launch Vehicles;
- b. U.S. Spacecraft by means of U.S. Launch Vehicles;
- c. Foreign Spacecraft by means of U.S. Launch Vehicles; and
- d. N.Z. Spacecraft by means of U.S. Launch Vehicles.

ARTICLE II

DEFINITIONS

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

1. "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 satellite components) and/or orbital transfer motors imported into New Zealand from a country other than the United States (unless authorized for export from such a country to New Zealand by the Government of the United States of America) and used to conduct Launch Activities.
2. "LAUNCH ACTIVITIES"
means all actions associated with the launching from New Zealand of U.S. Spacecraft, Foreign Spacecraft or N.Z. Spacecraft by means of U.S. Launch

Vehicles, from the initial technical discussions to the launch site surveys, fit checks, spacecraft encapsulation, mating/integration, to the launch and return of the Related Equipment and Technical Data from New Zealand 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 or failed launch, the return of U.S. Launch Vehicles, U.S. Spacecraft, Related Equipment, Technical Data and/or any recovered and identified components and/or debris of U.S. Launch Vehicles, U.S. Spacecraft and/or Related Equipment to the United States of America or other location approved by the Government of the United States of America.

3. "N.Z. LICENSEES"

means any persons who are identified on the relevant U.S. issued export license or licenses and who are authorized by the Government of New Zealand to carry out Launch Activities.

4. "N.Z. REPRESENTATIVES"

means any persons, other than U.S. Participants, whether nationals of New Zealand or other nationals, who have or could have access to U.S. Launch Vehicles, U.S. Spacecraft, Related Equipment or Technical Data, and who are subject to the jurisdiction and/or control of New Zealand.

5. "N.Z. SPACECRAFT"

means any payloads, spacecraft, groups of spacecraft, spacecraft systems or subsystems, spacecraft components (including satellites, groups of satellites, satellite systems or subsystems, and satellite components) and/or orbital

transfer motors used to conduct Launch Activities and not imported into New Zealand.

6. "RELATED EQUIPMENT"

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

7. "TECHNICAL DATA"

means information, in any form including in oral form, other than information in the public domain, that is required for the design, engineering, development, production, processing, manufacture, use, operation, overhaul, repair, maintenance, modification, enhancement or modernization of U.S. Launch Vehicles, U.S. Spacecraft and/or 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.

8. "TECHNOLOGY TRANSFER CONTROL PLANS"

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

9. "U. S. LAUNCH VEHICLES"

means any launch 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.

10. "U.S. LICENSEES"

means any persons issued an export license or licenses pursuant to U.S. laws and regulations to export U.S. Launch Vehicles, U.S. Spacecraft, Related Equipment, and/or Technical Data.

11. "U.S. PARTICIPANTS"

means any 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, and are subject to the jurisdiction and/or control of the United States of America.

12. "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 satellite components), or orbital transfer motors imported into New Zealand from the United States or authorized for export from another country into New Zealand by the Government of the United States of America and used to carry out Launch Activities.

ARTICLE III
GENERAL PROVISIONS

1. The Government of New Zealand assures the Government of the United States of America that New Zealand is not currently developing or acquiring any Missile Technology Control Regime Category I rocket systems, and will not develop or acquire such systems in the future without prior consultation with the Government of the United States of America.
2. The Government of New Zealand shall:
 - a. Not permit the launch from New Zealand of Foreign Spacecraft:
 - i. owned or controlled by countries which, at the time of launch, are subject to United Nations Security Council sanctions or have governments determined by either of the Parties to have repeatedly provided support for acts of international terrorism; or
 - ii. determined by either Party to be contrary to its laws, regulations or policies.
 - b. Not permit significant quantitative or qualitative inputs of equipment, technology, manpower, or funds into facilities of the N.Z. Licensees from countries that are not Partners (members) of the Missile Technology Control Regime, except as otherwise mutually determined between the Parties.
 - c. Ensure that no N.Z. Representatives take possession of any equipment or technology being imported to support Launch Activities, unless otherwise mutually determined by the Parties.

- d. Take all 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 agreed between the Government of New Zealand and the government of the exporting country.
 - e. Conclude legally binding agreements with other governments having jurisdiction and/or control over entities substantially involved in Launch Activities. The substantive scope and provisions of these agreements shall be equivalent to those of this Agreement, except for this Article and as otherwise mutually determined between the Parties. In particular, these agreements shall obligate the other governments to require their licensees to abide by arrangements substantively equivalent to 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.
3. For each Launch Activity, the Parties shall appoint an entity to oversee the exchange of Technical Data between N.Z. Representatives and non-New Zealand entities involved in that Launch Activity.
 4. 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 and import licenses 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 export licensing consistent with the laws, regulations and policies of the United States of America.

5. It is the intention of the Government of New Zealand, assuming consistency with New Zealand laws, regulations, policies, and the provisions of this Agreement, to approve the export and import licenses necessary to conduct Launch Activities. However, nothing in this Agreement shall restrict the authority of the Government of New Zealand to take any action with respect to export licensing consistent with the laws, regulations and policies of New Zealand.
6. The Government of the United States of America shall provide the Government of New Zealand with a written statement of the function of each U.S. Spacecraft with sufficient information to enable the Government of New Zealand to determine whether a launch would be consistent with the laws, regulations and policies of New Zealand.
7. It is the intention of the Government of New Zealand to approve the launch of U.S. Spacecraft from New Zealand territory, assuming consistency with the laws, regulations and policies of New Zealand.
8. The Parties shall develop and implement arrangements elaborating the roles, responsibilities and procedures to protect U.S. Launch Vehicles, U.S. Spacecraft, Related Equipment, and/or Technical Data from unauthorized disclosure between relevant agencies in the United States of America and New Zealand 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 Failure.

ARTICLE IV

CONTROL OF U.S. LAUNCH VEHICLES, U.S. SPACECRAFT, RELATED EQUIPMENT AND 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, Related Equipment, Technical Data and areas containing these items at facilities in New Zealand. This Agreement shall apply to all phases of Launch Activities, including activities at all facilities of the U.S. Licensees, activities at all facilities under the jurisdiction and/or control of New Zealand, and activities of N.Z. Representatives and U.S. Participants. This Agreement shall also apply to all phases of transportation of U.S. Launch Vehicles, U.S. Spacecraft, Related Equipment and/or 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 New Zealand shall take all necessary measures to prevent unescorted or unmonitored access, including through any technical means, by N.Z. Representatives to U.S. Launch Vehicles, U.S. Spacecraft, Related

Equipment, Technical Data and/or the segregated areas referred to in paragraph 3 of this Article.

3. For any Launch Activities, the Parties shall take all necessary measures to ensure that U.S. Participants retain control of U.S. Launch Vehicles, U.S. Spacecraft, Related Equipment and Technical Data, unless otherwise authorized by the Government of the United States of America. To this end, the Government of New Zealand shall make available segregated areas for the processing, assembly, mating and launch of U.S. Launch Vehicles and U.S. Spacecraft by U.S. Licensees and permit persons authorized by the Government of the United States of America to control access to the segregated areas. The boundaries of the segregated areas shall be clearly designated.
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 New Zealand to conclude a Technology Transfer Control Plan reflecting and containing the relevant elements of this Agreement. The Government of New Zealand shall ensure that N.Z. Representatives comply with their obligations as set forth in Technology Transfer Control 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, 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 or licenses for the completion of Launch Activities. If the Government of the United States of America determines that any provision of this Agreement or Technology Transfer Control Plans for any Launch Activities may have been violated, it may suspend or revoke any export license related to such launches.
 - a. In the event that any such export license is suspended or revoked, the Government of the United States of America shall promptly notify the Government of New Zealand and explain the reasons for its decision.
 - b. In the event the Government of the United States of America revokes any such export license, the Government of New Zealand 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, of U.S. Launch Vehicles, U.S. Spacecraft, Related Equipment or Technical Data that were brought into the territory of New Zealand.
6. The Government of New Zealand shall use its best efforts to assure continuity of the New Zealand license, licenses or other agreements for completion of Launch Activities. If the Government of New Zealand determines that any provision of this Agreement or Technology Transfer Control Plans for any

Launch Activities may have been violated, it may suspend or revoke any licenses or agreements related to such launches.

- a. If any such licenses or agreements are suspended or revoked, the Government of New Zealand shall promptly notify the Government of the United States of America and explain the reasons for its decision.

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 N.Z. Representatives relating to the design, development, production, operation, maintenance, modification, enhancement, modernization or repair of U.S. Launch Vehicles, U.S. Spacecraft and/or 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, Related Equipment, and/or components thereof by U.S. Participants or any one 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 New Zealand shall not retransfer and shall prohibit the retransfer by N.Z. Representatives of any U.S. Launch Vehicles, U.S. Spacecraft, Related Equipment and/or Technical Data without the prior written approval of the Government of the United States of America. The Government

of New Zealand shall not use and shall take the necessary measures to ensure that N.Z. Representatives do not use U.S. Launch Vehicles, U.S. Spacecraft, Related Equipment and/or Technical Data for purposes other than purposes specified in the U.S. license information and/or Government of the United States of America retransfer authorization information provided by the U.S. Licensees to the N.Z. Licensees.

3. The Government of the United States of America shall take the necessary measures to ensure that the U.S. Licensees provide the N.Z. Licensees with the necessary information from the U.S. license and/or Government of the United States of America retransfer authorization, including information on the controlled nature of items transferred pursuant to the license or authorization. The Government of New Zealand shall take the necessary measures to ensure that the N.Z. Licensees provide the Government of New Zealand with this information.
4. Each Party shall handle and safeguard any classified information of the other Party it obtains pursuant to activities carried out under this Agreement in accordance with its applicable laws and regulations and the Exchange of Notes between the Government of the United States of America and the Government of New Zealand relating to the safeguarding of classified information, with annex, of 17 November 1961, as amended.

ARTICLE VI
ACCESS CONTROLS

1. For any Launch Activities, the Parties shall oversee and monitor implementation of Technology Transfer Control Plans. The Government of New Zealand 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 notify the Government of New Zealand.
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 U.S. Launch Vehicles, U.S. Spacecraft, Related Equipment, Technical Data and the segregated areas referred to in Article IV, paragraph 3 throughout equipment/component transportation, construction/installation, mating/demating, test and checkout, launch preparations, U.S. Launch Vehicle/U.S. Spacecraft launch and return of Related Equipment and Technical Data to the United States of America or other location approved by the Government of the United States of America. The Government of the United States of America shall ensure that persons authorized to control access in accordance with this paragraph facilitate access for N. Z. Representatives for the purpose of conducting official or other necessary duties in accordance with procedures, to be mutually determined by the Parties, to protect U.S. Launch Vehicles, U.S. Spacecraft, Related Equipment, and Technical Data from unauthorized disclosure.

3. Officials of the Government of the United States of America present in New Zealand in connection with Launch Activities shall have unimpeded access at all times to inspect U.S. Launch Vehicles, U.S. Spacecraft and Related Equipment in the segregated areas referred to in Article IV, paragraph 3 and at facilities that are set aside exclusively for work with U.S. Launch Vehicles, U.S. Spacecraft, and/or Related Equipment, and to check, at these areas and facilities, the Technical Data that is provided by the U.S. Licensees to the N.Z. Representatives. The Government of the United States of America will endeavor to give timely notice of such inspections and checks to the Government of New Zealand or N.Z. Representatives. Such inspections and checks nevertheless may occur without prior notice to the Government of New Zealand or N.Z. Representatives. The Government of the United States of America, including through U.S. Licensees, shall have the right to inspect and monitor, consistent with conditions for preparation and launch of U.S. Launch Vehicles and compatible with launch safety requirements: the segregated areas referred to in Article IV, paragraph 3 and all areas set forth in the Technology Transfer Control Plans where U.S. Launch Vehicles, U.S. Spacecraft, Related Equipment and Technical Data are located, including the "especially clean" portion for working with U.S. Spacecraft, N.Z. 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, N.Z. 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, on behalf of the Government of the United States of America, coordinate the specifications and technical characteristics of any electronic monitoring devices with the Government of New Zealand and N.Z. Licensees.

4. The Government of New Zealand 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, Related Equipment and Technical Data. The Government of New Zealand shall ensure that the U.S. Licensees' control of, access to, and monitoring of, the segregated areas referred to in Article IV, paragraph 3 and U.S. Launch Vehicles, U.S. Spacecraft, Related Equipment and Technical Data are not denied, and that such control and verification are not interrupted at any time, 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, Related Equipment, and Technical Data from unauthorized disclosure.
5. The Government of New Zealand shall ensure that all N.Z. Representatives visibly display identification badges while performing duties associated with Launch Activities. Access to the segregated areas referred to in Article IV, paragraph 3 and areas that have been specially set aside exclusively for work with U.S. Launch Vehicles, U.S. Spacecraft and Related Equipment shall be controlled by the Government of the United States of America or, as authorized in the export license or licenses, by the U.S. Licensees, by means

of badges 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, and that display the bearer's name and photograph.

6. Access to areas, facilities and premises of the New Zealand launch site that are not within the segregated areas referred to in Article IV, paragraph 3, or are not otherwise specially set aside for work exclusively with U.S. Launch Vehicles, U.S. Spacecraft or Related Equipment, shall be controlled by the Government of New Zealand in accordance with the provisions of this Agreement and shall be granted in accordance with information on identification badges issued by the Government of New Zealand. If any U.S. Launch Vehicles, U.S. Spacecraft and/or Related Equipment are present at facilities or in areas controlled by New Zealand, the Parties shall ensure that these U.S. Launch Vehicles, U.S. Spacecraft and/or Related Equipment are accompanied and monitored by U.S. Participants approved by the Government of the United States of America.

ARTICLE VII

PROCESSING PROCEDURES

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

- a. All transportation of U.S. Launch Vehicles, U.S. Spacecraft, Related Equipment and Technical Data to or from New Zealand must be authorized in advance by the Government of the United States of

America, and these items may, at the discretion of the Government of the United States of America, be accompanied during transport by monitors authorized by the Government of the United States of America.

- b. Any U.S. Launch Vehicles, U.S. Spacecraft, Related Equipment and/or Technical Data transported to or from the territory of New Zealand and packed in appropriately sealed containers shall not be opened for inspection while in the territory of New Zealand, except in circumstances and in accordance with procedures, to be mutually determined by the Parties, to protect U.S. Launch Vehicles, U.S. Spacecraft, Related Equipment, and Technical Data from unauthorized disclosure. The appropriate New Zealand 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. U.S. Participants shall go through passport and customs control in New Zealand in accordance with the procedures defined by New Zealand laws and regulations.

- e. The Government of New Zealand shall use its best efforts to facilitate the entry of U.S. Participants into New Zealand for Launch Activities.

2. PREPARATIONS AT NEW ZEALAND FACILITIES

- a. The Government of New Zealand shall permit N.Z. Representatives to participate in unloading vehicles transporting U.S. Launch Vehicles, U.S. Spacecraft, Related Equipment or Technical Data, and delivering sealed containers to the segregated areas referred to in Article IV, paragraph 3 and to the U.S. Launch Vehicle and U.S. Spacecraft preparation areas only if they are under the supervision of U.S. Participants. The Government of New Zealand shall not permit N.Z. Representatives access to the segregated areas referred to in Article IV, paragraph 3 or to the U.S. Launch Vehicle or U.S. Spacecraft preparation areas for any purpose while U.S. Launch Vehicles, U.S. Spacecraft, or any 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.
- 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 N.Z. Representatives are specifically authorized by the Government of the United States of America to do so. The Parties agree that U.S. Launch Vehicles, U.S. Spacecraft and/or Related Equipment shall be accompanied by U.S. Participants during and after the integration of U.S. Spacecraft, N.Z. Spacecraft, or Foreign

Spacecraft and U.S. Launch Vehicles and while U.S. Launch Vehicles, and/or U.S. Spacecraft, N.Z. Spacecraft, or Foreign Spacecraft attached to U.S. Launch Vehicles, are being transferred to the launch pads.

3. POST-LAUNCH PROCEDURES

The Parties shall ensure that only U.S. Participants are permitted to dismantle Related Equipment. The Parties shall ensure that dismantled Related Equipment, together with Technical Data, is returned to locations, and aboard vehicles, approved by the Government of the United States of America, and that such equipment and Technical Data may be accompanied during transport by monitors authorized by the Government of the United States of America. Related Equipment and other items subject to U.S. export control that remain in New Zealand pursuant to a project no longer engaging in Launch Activities at New Zealand facilities shall be destroyed in place or removed from New Zealand in a manner approved by the Government of the United States of America.

ARTICLE VIII

LAUNCH DELAY, CANCELLATION OR FAILURE

1. LAUNCH DELAY

In the event of a launch delay, the Parties shall ensure that access to U.S. Launch Vehicles, U.S. Spacecraft, Related Equipment and Technical Data is monitored by U.S. Participants. The Government of New Zealand shall ensure

that U.S. Participants are present if U.S. Spacecraft are exposed or are removed from U.S. Launch Vehicles after such U.S. Spacecraft have been mated to U.S. Launch Vehicles. The Parties shall ensure that U.S. Launch Vehicles and U.S. Spacecraft are monitored and accompanied by U.S. Participants from the launch pad, throughout the transport route to the U.S. Launch Vehicle and/or U.S. Spacecraft preparation area, where, if needed, U.S. Launch Vehicles and U.S. Spacecraft shall be 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 Parties shall ensure that U.S. Participants are permitted to monitor access to U.S. Launch Vehicles, U.S. Spacecraft, Related Equipment and/or Technical Data. The Government of New Zealand shall ensure that U.S. Participants are present if U.S. Spacecraft are exposed or are removed from U.S. Launch Vehicles after such U.S. Spacecraft have been mated to U.S. Launch Vehicles. The Government of New Zealand shall ensure that U.S. Launch Vehicles and U.S. Spacecraft shall be monitored and accompanied by U.S. Participants from the launch pad, throughout the transport route to the U.S. Launch Vehicle and/or U.S. Spacecraft preparation area, where they will await return to the United States of America or other location approved by the Government of the United States of America. The Parties shall ensure that the loading of U.S. Launch Vehicles, U.S. Spacecraft, Related Equipment and/or Technical Data onto a vehicle is

monitored by U.S. Participants, and that the vehicle is approved by the Government of the United States of America.

3. LAUNCH FAILURE

- a. In the event of a launch failure, the Government of New Zealand shall permit U.S. Participants to assist in the search for and recovery of any U.S. Launch Vehicles, U.S. Spacecraft, Related Equipment, and/or components or debris thereof from all accident sites in locations subject to the jurisdiction and/or control of New Zealand. The Government of New Zealand shall ensure that U.S. Government emergency search personnel 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, 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 of April 22, 1968.
- b. The Government of New Zealand shall ensure that a "debris recovery site" for the storage of identified U.S. Launch Vehicle, U.S. Spacecraft, Related Equipment, and/or components or debris thereof, which is subject to the provisions of Article VI, is located at launch facilities in

New Zealand and/or another location agreed to by the Parties. Access to any such location shall be controlled as provided in Article VI of this Agreement, as appropriate.

- c. The Government of New Zealand shall ensure that all identified U.S. Launch Vehicle, U.S. Spacecraft, Related Equipment, and/or components or debris thereof recovered by N.Z. Representatives 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, Related Equipment, and Technical Data from unauthorized disclosure.
- d. The Government of the United States of America and the Government of New Zealand agree to authorize the U.S. Licensees and N.Z. 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 accident.

ARTICLE IX IMPLEMENTATION

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1. The Parties shall consult, at the request of either Party, to review the implementation of this Agreement, with particular emphasis on identifying 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, AMENDMENTS AND TERMINATION

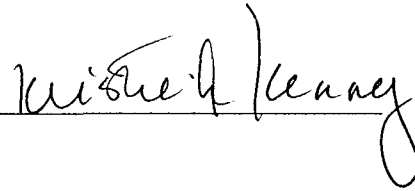
1. This Agreement shall enter into force on the date of the last note in an exchange of notifications between the Parties confirming that all domestic requirements necessary for the Agreement's entry into force have been fulfilled.
2. This Agreement may be amended by written agreement between the Parties. Any amendments so agreed shall enter into force upon exchange of notifications between the Parties confirming that all relevant domestic procedures and requirements necessary for their entry into force have been fulfilled.
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 take effect upon the expiration of one year from the date of the written notification.
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, Related Equipment and/or Technical Data from a delayed or cancelled launch, or U.S. Launch Vehicles, U.S. Spacecraft, Related Equipment and/or components or debris thereof resulting from a failed 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 *16th* day of June 2016, in duplicate.

For the Government of the
United States of America:



For the Government of New Zealand:

