

**SPACE**

**Cooperation**

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

Signed at Wellington August 9, 2022

Entered into force November 9, 2022



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.”

**FRAMEWORK AGREEMENT**

**BETWEEN**

**THE GOVERNMENT OF THE UNITED STATES OF AMERICA**

**AND**

**THE GOVERNMENT OF NEW ZEALAND**

**ON COOPERATION IN AERONAUTICS AND THE  
EXPLORATION AND USE OF AIRSPACE AND OUTER SPACE**

**FOR PEACEFUL PURPOSES**

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## **PREAMBLE**

The Government of the United States of America and the Government of New Zealand, hereinafter referred to as the "Parties," or individually as a "Party";

**RECOGNIZING** the common interest of all humankind in the progress of the exploration and uses of outer space for peaceful purposes;

**RECOGNIZING** the obligations of the Parties, including under the Treaty on Principles Governing the Activities of States in the Exploration and Use of Outer Space, including the Moon and Other Celestial Bodies opened for signature January 27, 1967;

**DESIRING** to establish an overall legal framework to facilitate and strengthen the mutually beneficial collaboration between the Parties through implementing arrangements that document a joint understanding of the future cooperative endeavors to be undertaken between the Parties;

**RECOGNIZING** the value of international cooperation in the peaceful uses of airspace and outer space; and

**CONSIDERING** the desirability of enhanced cooperation between the Parties in space science, the use of space for research in the Earth sciences, exploration, aeronautics, and operational Earth observation for meteorology, oceanography, and environmental monitoring, with the potential to benefit all countries;

**ACKNOWLEDGING** the importance of the Artemis Accords to the conduct of transparent, safe, and responsible cooperative space exploration and utilization activities;

**HAVE** agreed as follows:

## **ARTICLE 1 – PURPOSE**

This Framework Agreement (hereinafter referred to as the "Agreement") sets forth the obligations, terms and conditions for cooperation between the Parties, or their designated Implementing Agencies, in civil aeronautics research and the exploration and use of outer space for peaceful purposes in areas of common interest and on the basis of equality and mutual benefit.

## **ARTICLE 2 – DEFINITIONS**

For purposes of this Agreement:

1. The term "Contributing Entity" means:

A contractor or a subcontractor of a Party at any tier engaged in activities related to the performance of this Agreement.

2. The term "Damage" means:

(a) Bodily injury to, or other impairment of health of, or death of, any person;

(b) Damage to, loss of, or loss of use of any property;

(c) Loss of revenue or profits; or

(d) Other direct, indirect, or consequential damage.

3. The term "Implementing Agency" means:

(a) for New Zealand, the Ministry of Business, Innovation and Employment (MBIE), or any other New Zealand agency or department that New Zealand may decide to designate in writing through diplomatic channels; and

(b) for the United States, the National Aeronautics and Space Administration (NASA), the National Oceanic and Atmospheric Administration (NOAA), the U.S. Geological Survey (USGS), the Federal Aviation Administration (FAA), or any other U.S. agency or department that the United States may decide to designate in writing through diplomatic channels.

4. The term "Launch Vehicle" means an object, or any part thereof, intended for launch, launched from Earth, or returning to Earth, which carries Payloads or persons, or both.
5. The term "Payload" means all property to be flown or used on or in a Launch Vehicle.
6. The term "Protected Space Operations" means all activities conducted pursuant to this Agreement, or any Implementing Arrangement concluded hereunder, including Launch Vehicle or Transfer Vehicle activities, and Payload activities on Earth, in airspace, in outer space, or in transit between Earth and airspace or outer space, in implementation of this Agreement. Protected Space Operations begins on the date of entry into force of this Agreement and ends when all activities done in implementation of this

Agreement are completed. The term "Protected Space Operations" includes, but is not limited to:

- (a) Research, design, development, test, manufacture, assembly, integration, operation, or use of Launch or Transfer Vehicles, Payloads, or instruments, as well as related support equipment and facilities and services; and
- (b) All activities related to ground support, test, training, simulation, or guidance and control equipment and related facilities or services.

The term "Protected Space Operations" excludes activities on Earth that are conducted on return from space to develop further a Payload's product or process for use other than for the activities within the scope of this Agreement.

7. The term "Related Entity" means:

- (a) A contractor, subcontractor, user or customer of an Implementing Agency at any tier;
- (b) A contractor or subcontractor, including suppliers of any kind, of a user or customer of an Implementing Agency at any tier;
- (c) A grantee or any other cooperating entity or investigator of an Implementing Agency at any tier;



- (d) A contractor or subcontractor of a grantee or any other cooperating entity or investigator of an Implementing Agency at any tier; or
  - (e) For purposes of Article 6, and in Implementing Arrangements involving cooperative utilization activities as described in Article 3(3) below, the term "Related Entity" may also apply to another State or agency or institution of another State, where such State, agency or institution is an entity described above or is otherwise involved in the activities undertaken pursuant to this Agreement.
8. The term "Transfer Vehicle" means any vehicle that operates in space and transfers Payloads or persons or both between two different space objects, between two different locations on the same space object, or between a space object and the surface of a celestial body. A Transfer Vehicle also includes a vehicle that departs from and returns to the same location on a space object.

### **ARTICLE 3 – SCOPE OF ACTIVITIES**

1. The Parties shall identify areas of mutual interest and seek to develop cooperative programs or projects, hereinafter referred to as "Programs," in the exploration and peaceful uses of airspace and outer space and shall work closely together to this end.
2. These Programs may be undertaken in the following areas:
  - (a) Space Science;

- (b) Operational Earth Observation;
- (c) Earth Science;
- (d) Aeronautics;
- (e) Space Resources, Space Operations and Exploration;
- (f) Education;
- (g) Technology;
- (h) Safety and Mission Assurance;
- (i) Space sustainability; and
- (j) Other relevant areas of mutual interest.

3. These Programs may be implemented using the following:

- (a) Aircraft flights and campaigns;
- (b) Balloon flights and campaigns;
- (c) Earth and space applications;
- (d) Education and public outreach activities;

- (e) Exchanges of scientific data;
- (f) Exchanges of scientific personnel;
- (g) Exchanges of policy papers and plans for research programs;
- (h) Ground-based research facilities;
- (i) Robotics;
- (j) Participation in joint workshops and meetings;
- (k) Scientific instruments onboard aircraft, balloons, spacecraft, and/or space research platforms;
- (l) Sounding rockets;
- (m) Space communications, including ground-based antennas, for tracking, telemetry, and data acquisition;
- (n) Spacecraft and space research platforms;
- (o) Terrestrial analogs; and
- (p) Other forms of cooperation as agreed between the Parties.

4. All activities taking place under this Agreement shall be conducted in a manner consistent with the applicable national laws and regulations of the Parties and in accordance with applicable international law.
5. This Agreement may apply to cooperative utilization activities undertaken consistent with Article 9 (Utilization) of the *Agreement among the Government of Canada, the Governments of the Member States of the European Space Agency, the Government of Japan, the Government of the Russian Federation, and the Government of the United States of America concerning Cooperation on the Civil International Space Station*, done on January 29, 1998 (hereinafter referred to as the "IGA"), or any subsequent agreement that modifies or supersedes the IGA.
6. These Programs may take place on the surface of the Earth, in airspace, or in outer space.

#### **ARTICLE 4 – IMPLEMENTING ARRANGEMENTS**

1. The Parties shall conduct joint activities under this Agreement through their respective Implementing Agencies. Implementing Arrangements concluded by the Implementing Agencies shall set forth the specific roles and commitments of the Implementing Agencies and shall include, as appropriate, provisions related to the nature and scope of the joint activities, the individual and joint commitments of the Implementing Agencies, financial arrangements, and any other provisions necessary to conduct the joint activities.

2. Such Implementing Arrangements shall be subject to this Agreement, unless the Implementing Agencies expressly agree otherwise through specific terms set forth in the Implementing Arrangements.
3. The Parties shall ensure that their respective Implementing Agencies make reasonable efforts to perform the commitments contained in the Implementing Arrangements.

#### **ARTICLE 5 – FINANCIAL ARRANGEMENTS**

1. Each Party shall bear the costs of discharging its respective obligations under this Agreement, including travel and subsistence of personnel and transportation of all goods for which it is responsible.
2. The Parties' obligations under this Agreement are subject to the availability of appropriated funds and each Party's respective funding procedures. Should either Party or its Implementing Agencies encounter budgetary problems that may affect the activities to be carried out under this Agreement, the Party or Implementing Agencies encountering the problems shall notify and consult with the other Party or its Implementing Agencies, as appropriate, as soon as possible.

#### **ARTICLE 6 – CROSS-WAIVER OF LIABILITY**

For purposes of this Article, the term "Party" also refers to its respective Implementing Agencies.

1. The Parties agree that the objective of this Article is to establish a cross-waiver of liability in the interest of encouraging participation in the

exploration, exploitation, and use of outer space. The Parties intend that the cross-waiver of liability be broadly construed to achieve this objective.

2. Cross-waiver of liability:

(a) Each Party agrees to a cross-waiver of liability pursuant to which each Party waives all claims against any of the entities or persons listed in paragraphs 2(a)(i) through 2(a)(iv) of this Article based on Damage arising out of Protected Space Operations. This cross-waiver shall apply only if the person, entity, or property causing the Damage is involved in Protected Space Operations and the person, entity, or property damaged is damaged by virtue of its involvement in Protected Space Operations. The cross-waiver shall apply to any claims for Damage, whatever the legal basis for such claims, against:

- (i) The other Party;
- (ii) A party to another NASA agreement that includes flight on the same Launch Vehicle;
- (iii) A Related Entity of any entity identified in paragraphs 2(a)(i) or 2(a)(ii) of this Article; or
- (iv) The employees of any of the entities identified in paragraphs 2(a)(i) through 2(a)(iii) of this Article.

(b) In addition, each Party shall extend the cross-waiver of liability, as set forth in paragraph 2(a) of this Article, to its own Related Entities by requiring them, by contract or otherwise, to:

- (i) Waive all claims against the entities or persons identified in paragraphs 2(a)(i) through 2(a)(iv) of this Article; and
  - (ii) Require that their Related Entities waive all claims against the entities or persons identified in paragraphs 2(a)(i) through 2(a)(iv) of this Article.
- (c) For avoidance of doubt, this cross-waiver of liability includes a cross-waiver of claims arising from the *Convention on International Liability for Damage Caused by Space Objects*, opened for signature on March 29, 1972 (hereinafter the "Liability Convention"), where the person, entity, or property causing the Damage is involved in Protected Space Operations and the person, entity, or property damaged is damaged by virtue of its involvement in Protected Space Operations.
- (d) Notwithstanding the other provisions of this Article, this cross-waiver of liability shall not be applicable to:
- (i) Claims between a Party and its own Related Entity or between its own Related Entities;
  - (ii) Claims made by a natural person, his/her estate, survivors, or subrogees (except when a subrogee is a Party to this Agreement or is otherwise bound by the terms of this cross-waiver) for bodily injury to, or other impairment of health of, or death of, such person;
  - (iii) Claims for Damage caused by willful misconduct;
  - (iv) Intellectual property claims;
  - (v) Claims for Damage resulting from a failure of a Party to extend the cross-waiver of liability to its Related Entities, pursuant to paragraph 2(b) of this Article; or

- (vi) Claims by a Party arising out of or relating to the other Party's failure to perform its obligations under this Agreement.
- (e) Nothing in this Article shall be construed to create the basis for a claim or suit where none would otherwise exist.
- (f) In the event of third-party claims which may arise out of, *inter alia*, the Liability Convention, the Parties shall consult promptly on any potential liability, on any apportionment of such liability, and on the defense of such claim.

#### **ARTICLE 7 – REGISTRATION OF SPACE OBJECTS**

For Implementing Arrangements involving a launch, the Implementing Agencies shall determine which Implementing Agency shall request that its Government register the space object in accordance with the *Convention on the Registration of Objects Launched into Outer Space*, done on November 12, 1974 (the "Registration Convention"). Registration pursuant to this Article shall not affect the rights or obligations of either Party under the Liability Convention.

#### **ARTICLE 8 – TRANSFER OF GOODS AND TECHNICAL DATA**

For purposes of this Article, the term "Party" also refers to its respective Implementing Agencies.

The Parties are obligated to transfer only those technical data (including software) and goods necessary to fulfill their respective responsibilities under



this Agreement, in accordance with the following provisions, notwithstanding any other provisions of this Agreement:

1. All activities under this Agreement shall be carried out in accordance with each Party's applicable laws and regulations, including those laws and regulations pertaining to export control and classified information.
2. The transfer of technical data for the purpose of discharging the Parties' responsibilities with regard to interface, integration, and safety shall normally be made without restriction, except as required by paragraph 1 of this Article.
3. All transfers of goods and proprietary or export-controlled technical data are subject to the following provisions:
  - (a) In the event a Party or its Related Entity finds it necessary to transfer such goods or data for which protection is to be maintained, such goods shall be specifically identified and such data shall be marked.
  - (b) The identification of such goods and the marking on such data shall indicate that the goods and data shall be used by the receiving Party and its Related Entities only for the purposes of fulfilling the receiving Party's or Related Entities' responsibilities under this Agreement, and that such goods and data shall not be disclosed or retransferred to any other entity without the prior written permission of the furnishing Party.

(c) The receiving Party and its Related Entities shall abide by the terms of the notice and protect any such goods and data from unauthorized use and disclosure.

4. All goods exchanged in the performance of this Agreement shall be used by the receiving Party or Related Entity exclusively for the purposes of the Agreement. Upon completion of the activities under the Agreement, the receiving Party or Related Entity shall return or otherwise dispose of all goods and marked proprietary or export-controlled technical data provided under this Agreement, as directed by the furnishing Party or Related Entity.
5. The Parties to this Agreement shall cause their Related Entities to be bound by the provisions of this Article through contractual mechanisms or equivalent measures.

#### **ARTICLE 9 – INTELLECTUAL PROPERTY RIGHTS**

For the purposes of this Article, the term “Party” also refers to its respective Implementing Agencies.

1. Nothing in this Agreement shall be construed as granting, either expressly or by implication, to the other Party any rights to, or interest in, any inventions or works of a Party or its Contributing Entities made prior to the entry into force of, or outside the scope of, this Agreement, including any patents (or similar forms of protection in any country) corresponding to such inventions or any copyrights corresponding to such works.

2. Any rights to, or interest in, any invention or work made in the performance of this Agreement solely by one Party, or any of its Contributing Entities, including any patents (or similar forms of protection in any country) corresponding to such invention or any copyright corresponding to such work, shall be owned by such Party, or Contributing Entity. Allocation of rights to, or interest in, such invention or work between such Party and its Contributing Entities shall be determined by applicable laws, rules, regulations, and contractual obligations.
3. It is not anticipated that there will be any joint inventions made in the performance of this Agreement. Nevertheless, in the event that an invention is jointly made by the Parties in the performance of this Agreement, the Parties shall, in good faith, consult and agree within thirty (30) calendar days as to:
  - (a) The allocation of rights to, or interest in, such joint invention, including any patents (or similar forms of protection in any country) corresponding to such joint invention;
  - (b) The responsibilities, costs, and actions to be taken to establish and maintain patents (or similar forms of protection in any country) for each such joint invention; and
  - (c) The terms and conditions of any license or other rights to be exchanged between the Parties or granted by one Party to the other Party.
4. For any jointly authored work by the Parties, should the Parties decide to register the copyright in such work, they shall, in good faith, consult and

agree as to the responsibilities, costs, and actions to be taken to register copyrights and maintain copyright protection (in any country).

5. Subject to the provisions of Article 8 (Transfer of Goods and Technical Data) and Article 10 (Release of Results and Public Information), each Party shall have an irrevocable royalty-free right to reproduce, prepare derivative works, distribute, and present publicly, and authorize others to do so on its behalf, any copyrighted work resulting from activities undertaken in the performance of this Agreement for its own purposes, regardless of whether the work was created solely by, or on behalf of, the other Party or jointly with the other Party.

#### **ARTICLE 10 – RELEASE OF RESULTS AND PUBLIC INFORMATION**

1. The Parties retain the right to release public information regarding their own activities under this Agreement.
2. The Parties acknowledge that the following data or information does not constitute public information and that such data or information shall not be included in any publication or presentation by a Party under this Article without the other Party's prior written permission:
  - (a) Data furnished by the other Party in accordance with Article 8 (Transfer of Goods and Technical Data) which are identified as export-controlled or proprietary; or
  - (b) Information about an invention of the other Party before a patent application (or similar form of protection in any country) corresponding

to such invention has been filed covering the same, or a decision not to file has been made and communicated by that Party.

- (c) Information that relates to the other Party's responsibilities or performance under this Agreement.

#### **ARTICLE 11 – EXCHANGE OF PERSONNEL AND ACCESS TO FACILITIES**

1. To facilitate implementation of the activities conducted under this Agreement, the Parties may support the exchange of a limited number of their personnel, including personnel from their Related Entities, at an appropriate time and under conditions mutually agreed between the Implementing Agencies.
2. Access by the Parties' personnel to each other's facilities or property, or to each other's Information Technology (IT) systems or applications, is contingent upon compliance with each other's respective security and safety policies and guidelines including, but not limited to: standards on badging, credentials, and facility and IT system application/access.

#### **ARTICLE 12 – CUSTOMS CLEARANCE, TAX EXEMPTION, AND MOVEMENT OF GOODS**

1. Each Party shall arrange free customs clearance and shall waive all applicable duties and all taxes, regardless of point of entry, for goods necessary for the implementation of this Agreement or any Implementing Arrangements hereunder, subject to the applicable law of the Parties. In

the event that any duties, taxes or other charges of any kind are nonetheless levied on such equipment and related goods, such duties, taxes or other charges shall be borne by the Party levying such duties or taxes.

2. Each of the Parties shall also facilitate the movement of goods into and out of its territory as necessary to comply with this Agreement and any Implementing Arrangements hereunder.
3. Unless otherwise agreed, any goods brought into the territory of the other Party free of duties and taxes under Article 12(1) shall be exported out of the territory of that Party at the conclusion of activities under the applicable Program. A Party that fails to export such goods shall resolve the situation to the mutual satisfaction of the Parties in accordance with the applicable law.

#### **ARTICLE 13 – OWNERSHIP OF GOODS AND DATA**

Unless otherwise agreed in writing, each Party shall retain ownership of all goods and data it provides to the other Party under the terms of this Agreement, without prejudice to any individual rights of ownership of the Parties' respective Related Entities. To the extent feasible and recognizing that goods integrated into the other Party's goods cannot be returned, each Party agrees to return the other Party's goods and data in its possession at the conclusion of activities under this Agreement.

#### **ARTICLE 14 – AIRBORNE SCIENCE RESEARCH**

Each Party shall facilitate, upon request from the other Party, the provision of aircraft and balloon overflight clearances, as necessary, in accordance with the applicable laws and regulations of that Party.

#### **ARTICLE 15 - INVESTIGATIONS OF CLOSE CALLS, MISHAPS, AND MISSION FAILURES**

In the case of a close call, mishap, or mission failure, the Parties agree to provide assistance to each other in the conduct of any investigation, bearing in mind, in particular, the provisions of Article 8 (Transfer of Goods and Technical Data). In the case of activities which might result in the death of or serious injury to persons, or substantial loss of or damage to property as a result of activities under this Agreement, the Parties agree to establish a process for investigating each such close call, mishap, or mission failure.

#### **ARTICLE 16 - PREVENTION OF HARMFUL BIOLOGICAL CONTAMINATION**

For cooperative activities pursued under this Agreement, the Parties shall apply planetary protection measures based on their respective applicable policies and requirements, consistent with the guidelines contained in the Committee on Space Research (COSPAR) Planetary Protection Policy and Implementation Guidelines, put in place on June 3, 2021.

#### **ARTICLE 17 - ORBITAL DEBRIS AND SPACECRAFT DISPOSAL**

1. For cooperative activities pursued under this Agreement, the Parties shall act consistently with the Space Debris Mitigation Guidelines of the United Nations Committee on the Peaceful Uses of Outer Space, endorsed by the United Nations General Assembly in its Resolution 62/217 of December 22, 2007, or any successor guidelines adopted through a similar United Nations process, as agreed upon by the Parties.
2. In furtherance of the previous paragraph, the Parties agree to plan for the mitigation of orbital debris, where appropriate, including the passivation and disposal of the spacecraft at the end of its mission, as part of the mission planning process. Such a plan shall include which Party has the lead for the end of mission planning, conjunction assessment, and the standards to be used for the mitigation of orbital debris.

#### **ARTICLE 18 – CONSULTATION AND DISPUTE RESOLUTION**

1. The Parties shall encourage their Implementing Agencies to consult, as appropriate, to review the implementation of activities undertaken pursuant to this Agreement, and to exchange views on potential areas of future cooperation.
2. In the event questions arise regarding the implementation of activities under this Agreement or regarding the interpretation or application of this Agreement, the Implementing Agencies shall endeavor to resolve those questions.



3. If resolution is not reached by the Implementing Agencies, the questions shall be resolved by means of consultations between the Parties.

#### **ARTICLE 19 – FINAL PROVISIONS**

1. This Agreement shall enter into force on the date of the last note in an exchange of diplomatic notes in which the Parties confirm that they have completed any domestic procedures necessary for the Agreement to enter into force.
2. The Agreement shall remain in force for ten (10) years and may be extended as agreed by the Parties in writing.
3. The Parties may amend this Agreement in writing.
4. This Agreement shall not prejudice or otherwise affect existing agreements between the Parties, or the ability of the Parties to conclude other agreements or arrangements regarding matters within or outside the scope of this Agreement. Furthermore, this Agreement shall not prejudice cooperation of either Party or its Implementing Agencies with other states and international organizations.
5. Either Party may terminate this Agreement at any time by giving the other Party at least six (6) months' written notice of its intent to terminate. In the event of termination, the terminating Party shall endeavor to minimize any negative impact of such termination on the other Party.

6. The provisions of Article 6 (Cross-Waiver of Liability), Article 8 (Transfer of Goods and Technical Data), Article 9 (Intellectual Property Rights), and Article 10 (Release of Results and Public Information), shall continue to apply notwithstanding the termination or expiration of this Agreement unless otherwise agreed by the Parties.

DONE at Welly, this 9th day of August, 2022, in duplicate, in the English language.

For the Government of the  
United States Of America

For the Government of  
New Zealand

Menayt Sherman

John Nash