



Memorandum of Understanding

between the

Australian Communications and Media Authority

and the

Australian Space Agency

1. The agencies

- 1.1 The Australian Communications and Media Authority (**ACMA**) (ABN 55 386 169 386) is a statutory agency established by section 6 of the *Australian Communications and Media Authority Act 2005*. The ACMA regulates broadcasting services, radiocommunications, telecommunications, unsolicited communications and certain internet content in Australia.
- 1.2 The Australian Space Agency (**the Space Agency**) is a non-statutory entity within the Department of Industry, Science, Energy and Resources (ABN 74 599 608 295). The Space Agency was established on 1 July 2018 to coordinate civil space matters across government and support the growth and transformation of Australia's space industry.
- 1.3 The ACMA and Space Agency are, throughout this Memorandum of Understanding (**MOU**), referred to individually as "agency" or collectively as "agencies".

2. Scope

- 2.1 This MOU represents the understanding reached between the agencies and is not intended to create binding legal, financial or other resource obligations on either agency.
- 2.2 This MOU is not intended to be exhaustive in the subject matter within its scope. The agencies may enter into any other arrangements for cooperation and collaboration to the full extent permitted by the law.

3. Purpose

- 3.1 This MOU states the mutual understanding of, and principles that underpin, the working relationship between the agencies.
- 3.2 The purpose of this MOU is to:
 - 3.2.1 set out the intended scope of cooperation between the agencies, and their mutual understanding regarding common areas of interest;
 - 3.2.2 guide and facilitate the agencies' collaboration, cooperation and mutual assistance in the performance of their separate functions; and
 - 3.2.3 specify a point of contact for communication between the agencies in relation to the activities set out in this MOU.

4. Objectives

- 4.1 The objectives of this MOU are to:
 - 4.1.1 assist the agencies in achieving separate and common objectives that relate to the development and growth of the Australian space industry and management of the radiofrequency spectrum, including planning spectrum resources to meet the demand for communication with space-based systems in balance with other spectrum uses;
 - 4.1.2 establish norms of cooperation, assistance and information sharing (to the extent permitted by law) where this will be of mutual benefit; and
 - 4.1.3 identify gaps where new forms of cooperation are appropriate.
- 4.2 Achievement of the objectives will be undertaken through activities outlined at section 7.

5. Liaison and points of contact

- 5.1 Each agency will nominate a person to be a Liaison Contact Officer to facilitate communication and exchange of information between the agencies. Each agency may change its Liaison Contact Officer at its discretion and will advise the other agency before, or as soon as practicable after, any change.
- 5.2 The agencies will liaise at least once each calendar year, and otherwise as necessary, to progress matters of mutual interest, to improve the efficiency and effectiveness of information sharing (to the extent permitted by law), and to identify and discuss critical gaps where new forms of cooperation may be appropriate.
- 5.3 The agencies agree that, where appropriate and practicable, they will consult with each other on publications and stakeholder communication on any matters of mutual interest, including in relation to media releases, statements or responses to the media, and administrative guidance and any other related materials.
- 5.4 The Liaison Contact Officer for each agency will:
- 5.4.1 undertake operational oversight and management of the MOU; and
 - 5.4.2 be the first point of contact for activities outlined at section 7 of this MOU and for the purposes of any notice served under section 8 of this MOU.
- 5.5 The Liaison Contact Officer for the agencies are:
- 5.5.1 **For the ACMA:**
Mark Arkell
Manager, Space Systems
Australian Communications and Media Authority
Red Building, Benjamin Offices
5 Chan St
Belconnen ACT 2617
Phone: 02 6219 5442
Email: mark.arkell@acma.gov.au
 - 5.5.2 **For the Space Agency:**
Karl Rodrigues
Executive Director, Engagement and Industry Growth
Australian Space Agency
Lot Fourteen, McEwin Building, North Terrace
Adelaide, SA 5000
Phone: 02 6102 9490
Email: karl.rodrigues@space.gov.au

6. Confidentiality and security of information

- 6.1 Subject to this section, each agency (**the receiving agency**) agrees to use reasonable efforts to maintain the confidentiality and security of Confidential Information provided to the receiving agency by the other agency (**the providing agency**). **Confidential Information** means information that is by its nature confidential and:
- 6.1.1 is specified by the providing agency as confidential; or
 - 6.1.2 the receiving agency knows, or ought to reasonably know, is confidential;

but does not include information that is or becomes public knowledge otherwise than by breach of this MOU.

6.2 Section 6.1 does not apply in the following circumstances:

- 6.2.1 where the providing agency agrees in writing to the disclosure of the Confidential Information, and the disclosure complies with any conditions imposed by the providing agency;
- 6.2.2 where the disclosure of the Confidential Information by the receiving agency is authorised or required by law, including:
 - 6.2.2.1 under Part 7A of the *Australian Communications and Media Authority Act 2005*;
 - 6.2.2.2 under the *Freedom of Information Act 1982*;
 - 6.2.2.3 under the *Privacy Act 1988*;
 - 6.2.2.4 in accordance with a subpoena;
- 6.2.3 if the Space Agency is the receiving agency – to the Minister for Industry, Science and Technology or to the Department of Industry, Science, Energy and Resources;
- 6.2.4 if the ACMA is the receiving agency – to the Minister for Communications, Urban Infrastructure, Cities and the Arts or to the Department of Infrastructure, Transport, Regional Development and Communications;
- 6.2.5 where the Confidential Information is provided by an agency or a Minister to Parliament, a House of Parliament or a Parliamentary committee;
- 6.2.6 where the receiving agency received the Confidential Information otherwise than under this MOU.

6.3 A receiving agency will take reasonable steps to inform and, if appropriate, obtain the views of the providing agency before disclosing the providing agency's Confidential Information in accordance with section 6.2.

6.4 If a receiving agency becomes aware of a disclosure of the providing agency's Confidential Information (whether or not in accordance with this MOU), the receiving agency will notify the providing agency as soon as practical.

6.5 Nothing in this section derogates or takes the place of any legal obligations the agencies may have in relation to information.

7. Activities

7.1 The areas of collaboration and information exchange under this MOU include, but are not limited to, mutual assistance, joint action and/or exchange of information concerning:

Regulatory activities

- 7.1.1 the ACMA's spectrum planning and licensing activities conducted under the *Radiocommunications Act 1992* (as amended from time to time), as they relate to spectrum for space-based communication systems;
- 7.1.2 the Space Agency's activities in relation to the *Space (Launches and Returns) Act 2018* (as amended from time to time) concerning space-based communication systems;
- 7.1.3 advice to the space sector regarding the regulatory obligations administered by the other agency;

- 7.1.4 referral of space sector stakeholders by each agency to the other agency to assist stakeholders in understanding their regulatory obligations;
- 7.1.5 general information sharing between the agencies in relation to space communication systems, as relevant to the responsibilities of each agency;

International affairs

- 7.1.6 treaty agreements supporting European Space Agency and National Aeronautics and Space Administration operations in Australia;
- 7.1.7 international frequency coordination and filing for Australian satellite systems through the International Telecommunication Union;

Interagency affairs

- 7.1.8 formal interagency interaction through the Australian Government Space Coordination Committee (convened by the Space Agency) and its associated working groups; and
- 7.1.9 general information sharing between the agencies in relation to supporting the transformation and growth of the Australian space industry.

7.2 The agencies may facilitate collaboration through any appropriate arrangements, including:

- 7.2.1 formal referral of a matter as agreed by both the referring and receiving agency; and
- 7.2.2 formal and informal meetings, telephone calls, exchange of emails, or other forms of communication as required.

8. Commencement, review, dispute resolution and termination

- 8.1 The MOU will commence when signed by the Chair of the ACMA and the Head or Deputy Head of the Space Agency. If this occurs on different dates, then commencement is the later of the two dates.
- 8.2 The MOU will be reviewed by the end of the third year after commencement unless otherwise mutually agreed by the agencies in writing. The MOU will be reviewed if the Space Agency's legal entity status changes. However, either agency may request in writing a variation of the MOU at any time. A variation is made when agreed in writing by the Chair of the ACMA and the Head or Deputy Head of the Space Agency.
- 8.3 If there is a disagreement over any matter within the scope of this MOU, each agency will seek to resolve it at officer level. Any disagreement or matter not so resolved will be referred to the Chair of the ACMA and the Head or Deputy Head of the Space Agency for resolution. Notwithstanding the existence of any dispute, the agencies will continue to cooperate on all other matters under the terms of this MOU while the dispute is being resolved.
- 8.4 The Chair of the ACMA may terminate this MOU by giving 30 days written notice to the Head of the Space Agency. The Head or Deputy Head of the Space Agency may terminate this MOU by giving 30 days written notice to the Chair of the ACMA. The termination will take effect on the expiry of the notice unless otherwise arranged.
- 8.5 If the MOU is terminated, information exchanged while the MOU was in effect and held by either agency will be treated as if the MOU were still in effect, to the extent permitted by law.

8.6 The MOU will remain in effect unless terminated under section 8.4 or otherwise mutually by the agencies.

9. General

9.1 This MOU may be executed in counterparts. All counterparts will be taken to constitute one document.

9.2 Unless otherwise agreed by the agencies, each agency will pay its own costs and other expenses for and incidental to the preparation, negotiation and completion of this MOU.

9.3 Each agency must comply with all laws affecting this MOU.

9.4 The agencies agree to act in good faith and in accordance with the terms of this MOU.

Signed for and on behalf of the ACMA

**Signed for and on behalf of the
Space Agency**


Nerida O'Loughlin (Jun 9, 2021 10:57 GMT+10)

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Nerida O'Loughlin PSM
Chair, Australian Communications and
Media Authority

Date: 09/06/2021

Enrico Palermo
Enrico Palermo (Jun 9, 2021 22:20 GMT+10)

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Enrico Palermo
Head, Australian Space Agency

Date: 09/06/2021