



# Space Activities Act 1998

No. 123, 1998 as amended

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Prepared by the Office of Parliamentary Counsel, Canberra

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## About this compilation

### **The compiled Act**

This is a compilation of the *Space Activities Act 1998* as amended and in force on 29 June 2013. It includes any amendment affecting the compiled Act to that date.

This compilation was prepared on 8 August 2013.

The notes at the end of this compilation (the *endnotes*) include information about amending Acts and instruments and the amendment history of each amended provision.

### **Uncommenced provisions and amendments**

If a provision of the compiled Act is affected by an uncommenced amendment, the text of the uncommenced amendment is set out in the endnotes.

### **Application, saving and transitional provisions for amendments**

If the operation of an amendment is affected by an application, saving or transitional provision, the provision is identified in the endnotes.

### **Modifications**

If a provision of the compiled Act is affected by a textual modification that is in force, the text of the modifying provision is set out in the endnotes.

### **Provisions ceasing to have effect**

If a provision of the compiled Act has expired or otherwise ceased to have effect in accordance with a provision of the Act, details of the provision are set out in the endnotes.

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# **An Act about space activities, and for related purposes**

## **Part 1—Introduction**

### **1 Short title**

This Act may be cited as the *Space Activities Act 1998*.

### **2 Commencement**

This Act commences on the day on which it receives the Royal Assent.

### **3 Objects of Act**

The objects of this Act are:

- (a) to establish a system for the regulation of space activities carried on either from Australia or by Australian nationals outside Australia; and
- (b) to provide for the payment of adequate compensation for damage caused to persons or property as a result of space activities regulated by this Act; and
- (c) to implement certain of Australia's obligations under the UN Space Treaties; and
- (d) to implement certain of Australia's obligations under specified space cooperation agreements.

Note: This Act does not limit the operation of other laws of the Commonwealth (except so far as the other laws are inconsistent with this Act): see section 105.

#### 4 Simplified outline of Act

The following is a simplified outline of this Act:

- Certain space activities carried on in Australia must be covered by an approval under Part 3.
- An Australian national who carries on certain space activities outside Australia must also be covered by such an approval.
- Part 4 has rules about liability for damage that space activities cause.
- A Register of Space Objects is established under Part 5.
- Part 5A provides a framework for implementation of specified space cooperation agreements.
- Part 6 deals with civil penalties.
- Part 7 provides for investigating accidents and incidents.

#### 5 Act binds the Crown

- (1) This Act binds the Crown in each of its capacities.

Note: Division 1 of Part 3 does not bind the Commonwealth: see section 16.

- (2) However, this Act does not make the Crown liable to be prosecuted for an offence.

#### 6 External Territories

This Act extends to the external Territories.

#### 7 Application of *Criminal Code*

The *Criminal Code* applies to all offences against this Act.

## Part 2—Definitions

### 8 Definitions

In this Act, unless the contrary intention appears:

*accident* has the meaning given by section 85.

*accident site* has the meaning given by section 98.

*accident site premises* has the meaning given by section 98.

*approved scientific or educational organisation* means an educational institution, a scientific organisation or a non-profit body, in respect of which a declaration under section 8A is in force.

*Australia*, when used in a geographical sense, includes the external Territories.

*Australian national* means:

- (a) an Australian citizen; or
- (b) a body incorporated by or under a law of the Commonwealth, of a State or of a Territory; or
- (c) the Commonwealth, a State or a Territory.

*civil penalty provision* has the meaning given by section 80.

*damage* has the same meaning as in the Liability Convention.

*exemption certificate* means a certificate issued under section 46.

*fault* has the same meaning as in the Liability Convention.

*gross negligence* has the meaning given by the regulations. But if the regulations do not give the term a meaning, it has the same meaning as in the Liability Convention.

*incident* has the meaning given by section 86.

**insured amount**, for a launch permit, overseas launch certificate or section 43 authorisation, means the amount for which the holder of the permit, certificate or authorisation is required to be insured under Division 7 of Part 3 in respect of the launch or launches, and any return, covered by the permit, certificate or authorisation. In determining this amount, disregard paragraph 47(2)(b) (which deals with direct financial responsibility).

**intergovernmental agreement with Russia** means the Agreement between the Government of Australia and the Government of the Russian Federation on Cooperation in the Field of the Exploration and Use Of Outer Space for Peaceful Purposes done at Canberra on 23 May 2001 the English text of which is set out in Schedule 6, and includes that Agreement as amended from time to time in relation to Australia.

**Investigator** means a person appointed under section 88.

**launch** a space object means launch the object into an area beyond the distance of 100 km above mean sea level, or attempt to do so.

**launch facility** means a facility (whether fixed or mobile) or place specifically designed or constructed as a facility or place from which space objects can be launched, and includes all other facilities at the facility or place that are necessary to conduct a launch.

**launching State** has the same meaning as in the Liability Convention.

**launch permit** means a permit granted under section 26.

**Launch Safety Officer**, for a licensed launch facility, means the person appointed by the Minister under section 50 for the facility.

**launch vehicle** means a vehicle that can carry a payload into or back from an area beyond the distance of 100 km above mean sea level.

**Liability Convention** means the Convention on International Liability for Damage Caused by Space Objects done at London, Moscow and Washington on 29 March 1972 and whose English text is set out in Schedule 1.

**liability period** means:

- (a) for the launch of a space object—the period of 30 days beginning when the launch takes place, or such other period as is specified in the regulations; and
- (b) for the return of a space object—the period beginning when the relevant re-entry manoeuvre is begun and ending when the object has come to rest on Earth, or such other period as is specified in the regulations.

**licensed launch facility** means a launch facility for which a person holds a space licence: see section 18.

**occupier** of premises includes a person present at the premises who apparently represents the occupier.

**overseas launch certificate** means a certificate granted under section 35.

**payload** includes a load to be carried for testing purposes or otherwise on a non-profit basis.

**premises** includes a place and a conveyance.

**Register** means the Register of Space Objects kept under section 76.

**Registration Convention** means the Convention on Registration of Objects Launched into Outer Space done at New York on 14 January 1975 and whose English text is set out in Schedule 2.

**related party** has the meaning given by section 9.

**responsible party**, for the launch or return of a space object, means:

- (a) in the case of a launch or return authorised by a launch permit—the holder of the permit; or
- (b) in the case of a return authorised by a permission under subsection 43(1)—the holder of the permission; or
- (c) in the case of a return authorised by an agreement between the Minister and another person under subsection 43(2)—that other person; or

- (d) in the case of a launch or return that:
  - (i) is not authorised as mentioned in paragraph (a), (b) or (c); but
  - (ii) is covered by an exemption certificate (see section 46); the holder of the exemption certificate; or
- (e) in the case of a launch authorised by an overseas launch certificate—the holder of the certificate; or
- (f) in any other case—each of the following persons:
  - (i) the person or persons who carried out the launch or return of the space object;
  - (ii) any person who, at any time during the liability period for the launch or return, owned all or some of any payload forming part of the space object concerned;
  - (iii) any other person specified in regulations made for the purposes of this definition.

But, in relation to a launch to which paragraph (f) applies, if the space object was launched from a launch facility outside Australia, a person is only a **responsible party** if the person is also an Australian national.

**return** a space object means return the space object from an area beyond the distance of 100 km above mean sea level to Earth, or attempt to do so.

**space licence** means a licence granted under section 18.

**space object** means a thing consisting of:

- (a) a launch vehicle; and
- (b) a payload (if any) that the launch vehicle is to carry into or back from an area beyond the distance of 100 km above mean sea level;

or any part of such a thing, even if:

- (c) the part is to go only some of the way towards or back from an area beyond the distance of 100 km above mean sea level; or
- (d) the part results from the separation of a payload or payloads from a launch vehicle after launch.

**standard launch permit condition** means a condition to which a launch permit is subject because of section 29.

**third party**, for the launch or return of a space object, means a person who is not a responsible party for the launch or return and who is not a related party (see section 9) of any responsible party for the launch or return.

**UN space treaties** means the following:

- (a) the Liability Convention;
- (b) the Registration Convention;
- (c) the Treaty on Principles Governing the Activities of States in the Exploration and Use of Outer Space, Including the Moon and Other Celestial Bodies done at London, Moscow and Washington on 27 January 1967 and whose English text is set out in Schedule 3;
- (d) the Agreement Governing the Activities of States on the Moon and Other Celestial Bodies done at New York on 18 December 1979 and whose English text is set out in Schedule 4;
- (e) the Agreement on the Rescue of Astronauts, the Return of Astronauts and the Return of Objects Launched into Outer Space done at London, Moscow and Washington on 22 April 1968 and whose English text is set out in Schedule 5.

## **8A Approved scientific or educational organisations**

The Minister may, by writing, declare an educational institution, a scientific organisation or a non-profit body to be an approved scientific or educational organisation for the purposes of this Act.

Note: Under subsection 33(3) of the *Acts Interpretation Act 1901*, the Minister may vary or revoke such a declaration.

## **8B Guidelines for making a declaration**

- (1) The Minister must, by legislative instrument, develop guidelines that he or she must have regard to when deciding whether or not to make a declaration under section 8A.
- (2) The guidelines are to be made available for inspection on the internet.

### 8C Applying for a declaration

An application for a declaration under section 8A must be made in accordance with the regulations.

### 9 Related party

- (1) A person (the *first person*) is a *related party* of a responsible party for the launch or return of a space object if:
  - (a) the first person has a financial or ownership interest in all or part of the space object; or
  - (b) the first person was involved in preparing all or part of the space object for the launch or return; or
  - (c) the first person is a contractor, subcontractor or supplier involved in the launch or return or the preparation of all or part of the space object for the launch or return; or
  - (d) the first person is a director, officer, employee or agent of the responsible party.
- (2) However, the regulations may provide that specified persons are, or are not, *related parties* of a responsible party.

## **Part 3—Regulation of space activities**

### **10 Simplified outline**

The following is a simplified outline of this Part:

- Under Division 1, certain space activities are prohibited unless appropriate approvals are obtained.
- The various approvals are dealt with in Division 2 (space licences), Division 3 (launch permits), Division 4 (overseas launch certificates), Division 5 (return of overseas-launched space objects) and Division 6 (exemption certificates).
- Some of those approvals have insurance/financial requirements, which are set out in Division 7.
- The Minister is to appoint a Launch Safety Officer for each licensed launch facility: see Division 8.
- Division 9 has some rules about administration etc.

## **Division 1—Certain space activities require approvals etc.**

### **11 Launch in Australia requires a launch permit or exemption certificate**

If:

- (a) a person launches a space object from a launch facility located in Australia; and
- (b) the launch is not authorised by a launch permit held by any person; and
- (c) no exemption certificate (see section 46) covering the launch is held by any person; and
- (d) the launch is not conducted in accordance with any agreement of the kind mentioned in subsection 109(1);

the first-mentioned person is guilty of an offence punishable on conviction by:

- (e) in the case of a body corporate—a fine not exceeding 100,000 penalty units; or
- (f) in the case of an individual—imprisonment for a term not exceeding 10 years, or a fine not exceeding 600 penalty units, or both.

Note 1: Chapter 2 of the *Criminal Code* sets out the general principles of criminal responsibility.

Note 2: See section 4AA of the *Crimes Act 1914* for the current value of a penalty unit.

### **12 Overseas launch requires an overseas launch certificate**

If:

- (a) a space object is launched from a launch facility located outside Australia; and
- (b) the launch is not authorised by an overseas launch certificate held by any person; and
- (c) an Australian national is a responsible party for the launch;

the Australian national is guilty of an offence punishable on conviction by:

- (d) in the case of a body corporate—a fine not exceeding 100,000 penalty units; or

- (e) in the case of an individual—imprisonment for a term not exceeding 10 years, or a fine not exceeding 600 penalty units, or both.

Note 1: Chapter 2 of the *Criminal Code* sets out the general principles of criminal responsibility.

Note 2: See section 4AA of the *Crimes Act 1914* for the current value of a penalty unit.

### **13 Return to Australia of Australian-launched space object requires a launch permit or exemption certificate**

If:

- (a) a person returns a space object to a place anywhere in Australia; and
- (b) the object, or any part of it, was launched from a launch facility located in Australia; and
- (c) the return is not authorised by a launch permit held by any person; and
- (d) no exemption certificate (see section 46) covering the return is held by any person; and
- (e) the return is not conducted in accordance with any agreement of the kind mentioned in subsection 109(1);

the first-mentioned person is guilty of an offence punishable on conviction by:

- (f) in the case of a body corporate—a fine not exceeding 100,000 penalty units; or
- (g) in the case of an individual—imprisonment for a term not exceeding 10 years, or a fine not exceeding 600 penalty units, or both.

Note 1: Chapter 2 of the *Criminal Code* sets out the general principles of criminal responsibility.

Note 2: See section 4AA of the *Crimes Act 1914* for the current value of a penalty unit.

### **14 Return to Australia of overseas-launched space object requires authorisation**

If:

- (a) a person returns a space object to a place anywhere in Australia; and

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- (b) neither the object, nor any part of it, was launched from a launch facility located within Australia; and
- (c) the return of the object to that place is not authorised under section 43;

the person is guilty of an offence punishable on conviction by:

- (d) in the case of a body corporate—a fine not exceeding 100,000 penalty units; or
- (e) in the case of an individual—imprisonment for a term not exceeding 10 years, or a fine not exceeding 600 penalty units, or both.

Note 1: Chapter 2 of the *Criminal Code* sets out the general principles of criminal responsibility.

Note 2: See section 4AA of the *Crimes Act 1914* for the current value of a penalty unit.

### **15 Space licence required to operate a launch facility in Australia**

A person must not operate a launch facility in Australia, or do anything directly connected with operating a launch facility in Australia, using a particular kind of launch vehicle, unless:

- (a) the person holds a space licence (see Division 2) for the facility and the kind of launch vehicle; or
- (b) the person is a related party (see section 9), for any launches conducted from the facility, of a person who holds such a licence; or
- (c) the person is acting as an employee, contractor or agent of a person who holds such a licence; or
- (d) an exemption certificate (see section 46) covering:
  - (i) the operation of the facility, or the things connected with the operation; and
  - (ii) the kind of launch vehicle;is held by any person; or
- (e) the operation of the facility, or the things connected with the operation, are done in accordance with an agreement of the kind mentioned in subsection 109(1).

Note: Contravening this section is not an offence. However, a person who contravenes this section is liable to a civil penalty under Part 6.

## **16 Commonwealth not bound**

This Division does not apply to:

- (a) the Commonwealth; or
- (b) a person acting as an employee or agent of the Commonwealth or as a member of the Defence Force.

Example: The Commonwealth and a private company are to carry out a launch as joint venturers. The Commonwealth would not need a space licence or launch permit etc. to do so, but the private company would (unless the company were acting as an agent of the Commonwealth, in which case it too would be exempt from this Division).

## **17 Activities of international space organisations**

- (1) If an agreement between Australia and another country or countries provides for the establishment of an international organisation whose sole or principal function is to carry on activities in outer space, this Division does not apply in relation to anything done in accordance with the agreement.
- (2) This section applies whether the agreement was made before or after the commencement of this Act.

## Division 2—Space licences

### 18 Granting a space licence

The Minister may grant to a person a space licence covering a particular launch facility in Australia, a particular kind of launch vehicle and particular flight paths, if:

- (a) the Minister is satisfied that the person is competent to operate the launch facility and launch vehicles of that kind; and
- (aa) the person is a corporation to which paragraph 51(xx) of the Constitution applies; and
- (b) the Minister is satisfied that all necessary environmental approvals under Australian law have been obtained, and that an adequate environmental plan has been made, for the construction and operation of the launch facility; and
- (c) the Minister is satisfied that the person has sufficient funding to construct and operate the launch facility; and
- (d) the Minister is satisfied that the probability of the construction and operation of the launch facility causing substantial harm to public health or public safety or causing substantial damage to property is as low as is reasonably practicable; and
- (e) the Minister does not consider that, for reasons relevant to Australia's national security, foreign policy or international obligations, the space licence should not be granted; and
- (f) the criteria (if any) prescribed by the regulations are satisfied in relation to the launch facility; and
- (g) the criteria (if any) prescribed by the regulations are satisfied in relation to that kind of launch vehicle; and
- (h) the criteria (if any) prescribed by the regulations are satisfied in relation to each flight path specified in the application for the licence.

Example: For the purposes of paragraph (g), the regulations could prescribe criteria dealing with matters such as the design of the launch vehicle and technical aspects of the way in which such vehicles are to be operated.

Note: Under subsection 33(3) of the *Acts Interpretation Act 1901*, the Minister may vary or revoke a space licence.

## **19 Terms of space licence**

A space licence:

- (a) must specify the day on which it comes into force; and
- (b) remains in force for the period specified in the licence, which must be no longer than 20 years; and
- (c) is granted subject to the standard space licence conditions in section 20 and any other conditions specified in the licence.

## **20 Standard space licence conditions**

The following are conditions of each space licence granted to a person, except to the extent that the licence otherwise specifies:

- (a) the holder of the licence must give the Minister any information that the Minister asks for under section 60 about the licence;
- (b) the holder must:
  - (i) allow the Launch Safety Officer for the facility (see Division 8) reasonable access to the facility and to any space object at the facility; and
  - (ii) ensure that the Launch Safety Officer is given any information or assistance that the Launch Safety Officer reasonably requests for the proper performance of a function;
- (c) any other condition specified in the regulations.

## **21 Breaching a space licence condition**

The holder of a space licence must not contravene a condition of the licence.

Note: Contravening this section is not an offence. However, a person who contravenes this section is liable to a civil penalty under Part 6.

## **22 Transfer of space licence**

- (1) The Minister may, by written notice, transfer a space licence to another person if the Minister could grant the space licence to the other person under section 18.
- (2) The transfer takes effect at the time specified in the notice.

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- (3) The licence continues to cover the same launch facility and the same kind of launch vehicle.
- (4) The licence has effect subject to the same conditions as the original licence (unless the Minister varies the conditions).
- (5) The period for which the licence remains in force continues to run despite the transfer.

**23 Applying for the grant, variation or transfer of a space licence**

An application for the grant, variation or transfer of a space licence must be made in accordance with the regulations.

**24 Procedure etc.**

- (1) If the Minister considers that there may be grounds to vary, revoke or transfer a space licence (other than at the licensee's request), the Minister must:
  - (a) give the licensee written notice of the Minister's opinion specifying the reasons for that opinion; and
  - (b) invite the licensee to make a written submission to the Minister about the matter within a reasonable period specified in the notice.
- (2) In deciding whether to vary, revoke or transfer a space licence, the Minister must consider the matters raised in any submission received within the period specified in the notice.
- (3) A space licence must not be varied in a way that changes the location of the licensed launch facility.
- (4) The regulations may prescribe other ways in which a space licence must not be varied.

**25 Suspending a space licence**

- (1) The Minister may, by written notice, suspend a space licence if:
  - (a) the holder of the licence contravenes a condition of the licence; or

- (b) the Minister considers that, for reasons relevant to Australia's national security, foreign policy or international obligations, the licence should be suspended.

Note: Under subsection 33(3) of the *Acts Interpretation Act 1901*, the Minister may revoke a suspension.

- (2) A space licence has no effect while suspended, but the period for which it remains in force continues to run despite the suspension.
- (3) A space licence may be revoked or varied even while it is suspended.

### **25A Annual review of space licence**

The Minister may conduct an annual review of a space licence:

- (a) for the purpose of monitoring compliance by the licence holder with this Act and with the conditions of the licence; or
- (b) for any other reason that the Minister considers appropriate.

## Division 3—Launch permits

### 26 Granting a launch permit

- (1) The Minister may grant a launch permit to a person authorising:
- (a) the launch of a particular space object; or
  - (b) a particular series of launches of space objects that, in the Minister's opinion, having regard to the nature of any payloads to be carried, may appropriately be authorised by a single launch permit;
- from a specified launch facility in Australia using a specified kind of launch vehicle.

Note: Under subsection 33(3) of the *Acts Interpretation Act 1901*, the Minister may vary or revoke a launch permit granted under this section.

- (2) The launch permit may also authorise particular space objects to be returned, in connection with the launch or launches, to a specified place or area in Australia.

Note: A returning space object need not be the same as the space object launched. For example, a launch vehicle could carry a payload into an area beyond the distance of 100 km above mean sea level and return without it, or even collect a different payload from an area beyond the distance of 100 km above mean sea level and return that to Earth.

- (3) The Minister may grant the launch permit to the person only if all of the following criteria are satisfied:
- (a) the person holds a space licence (see Division 2) covering the launch facility and the kind of launch vehicle concerned;
  - (b) the person is a corporation to which paragraph 51(xx) of the Constitution applies;
  - (c) the Minister is satisfied that the person who is to carry out the launch or launches, and any connected return, is competent to do so;
  - (d) the Minister is satisfied that the insurance/financial requirements in Division 7 will be satisfied for the launch or launches, and any connected return;

- (e) the Minister is satisfied that the probability of the launch or launches, or any connected return, causing substantial harm to public health or public safety or causing substantial damage to property is as low as is reasonably practicable;
  - (f) the space object or objects concerned are not and do not contain a nuclear weapon or a weapon of mass destruction of any other kind;
  - (g) the Minister does not consider that, for reasons relevant to Australia's national security, foreign policy or international obligations, the launch permit should not be granted;
  - (h) any other criteria prescribed by the regulations.
- (4) If a country other than Australia is also a launching State for the space object or any of the space objects, the Minister may, in deciding whether to grant the launch permit, have regard to:
- (a) whether there is an agreement between Australia and that other country under which that country assumes any liability, and indemnifies Australia, for any damage that the space object or objects may cause; and
  - (b) the terms of that agreement.

Note: This subsection does not, by implication, limit the matters to which the Minister may have regard.

## **27 Australian launches: continuing requirement for space licence**

If the launch facility specified in a launch permit is in Australia, the permit has no effect during any period when the holder of the permit does not also hold a space licence (see Division 2) covering the facility and the kind of launch vehicle concerned.

## **28 Terms of launch permit**

- (1) A launch permit authorising the launch of a space object or objects, and any connected return:
- (a) must specify the day on which it comes into force and the period for which it remains in force; and
  - (b) is granted subject to the standard launch permit conditions in section 29 and any other conditions specified in the regulations or in the launch permit.

- (2) A launch permit may specify that the period during which it remains in force ends on the occurrence of a particular event (rather than at a specified time). For this purpose, the regulations may set out how to determine when events of a particular kind occur.

Example: A launch permit might specify that it expires when the relevant launch has been (successfully or unsuccessfully) completed. The regulations could set out how to determine when this is.

- (3) At any time when a launch permit is in force, the Minister may, by written notice, extend or further extend the period for which the permit remains in force.

### 29 Standard launch permit conditions

The following are conditions of each launch permit (called *standard launch permit conditions*), except to the extent that the permit otherwise specifies:

- (a) the launch or launches, and any connected return, must not be conducted in a way that is likely to cause substantial harm to public health or public safety or to cause substantial damage to property;
- (b) the space object or objects must not be or contain a nuclear weapon or a weapon of mass destruction of any other kind;
- (c) the space object or objects must not contain any fissionable material unless the Minister's written approval has first been obtained;
- (d) the holder of the permit must satisfy the insurance/financial requirements in Division 7 for each launch, and each return, conducted under the permit.

### 30 Breaching a launch permit condition

- (1) The holder of a launch permit must not contravene a condition of the launch permit (whether or not the condition is a standard launch permit condition).

Note: Contravening this subsection is not an offence. However, a person who contravenes this subsection is liable to a civil penalty under Part 6.

- (2) If the holder of a launch permit:
- (a) by any intentional act or omission, contravenes a standard launch permit condition (see section 29) of the permit; and
  - (b) is reckless as to whether the act or omission contravenes the condition;
- the holder is guilty of an offence punishable on conviction by:
- (c) in the case of a body corporate—a fine not exceeding 100,000 penalty units; or
  - (d) in the case of an individual—imprisonment for a term not exceeding 10 years, or a fine not exceeding 600 penalty units, or both.
- Note 1: Chapter 2 of the *Criminal Code* sets out the general principles of criminal responsibility.
- Note 2: See section 4AA of the *Crimes Act 1914* for the current value of a penalty unit.
- (3) The Minister may take civil proceedings under Part 6 against a person who is alleged to have breached a standard launch permit condition of a launch permit, as an alternative to prosecution for an offence against subsection (2).

### **31 Transfer of launch permit**

- (1) The Minister may, by written notice, transfer a launch permit to another person if the Minister could grant the launch permit to the other person under section 26.
- (2) The transfer takes effect at the time specified in the notice.
- (3) The permit continues to cover the same launch facility, the same kind of launch vehicle and the same space object or objects.
- (4) The permit has effect subject to the same conditions as the original permit (unless the Minister varies the conditions).
- (5) The period for which the permit remains in force continues to run despite the transfer.

### **32 Applying for the grant, variation or transfer of a launch permit**

An application for the grant, variation or transfer of a launch permit must be made in accordance with the regulations.

### 33 Procedure etc.

- (1) If the Minister considers that there may be grounds to vary, revoke or transfer a launch permit (other than at the permit holder's request), the Minister must:
  - (a) give the holder of the permit written notice of the Minister's opinion specifying the reasons for that opinion; and
  - (b) invite the holder to make a written submission to the Minister about the matter within a reasonable period specified in the notice.
- (2) In deciding whether to vary, revoke or transfer the permit, the Minister must consider the matters raised in any submission received within the period specified in the notice.
- (3) A launch permit must not be varied in a way that changes the location of the relevant launch facility.
- (4) The regulations may prescribe other ways in which a launch permit must not be varied.

### 34 Suspending a launch permit

- (1) The Minister may, by written notice, suspend a launch permit if:
  - (a) the holder of the permit contravenes a condition of the permit; or
  - (b) the Minister considers that, for reasons relevant to Australia's national security, foreign policy or international obligations, the permit should be suspended; or
  - (c) an incident involving a space object covered by the permit occurs during the liability period for the launch or return of the object.

Note: Under subsection 33(3) of the *Acts Interpretation Act 1901*, the Minister may revoke a suspension.

- (2) A launch permit has no effect while suspended, but the period for which it remains in force continues to run despite the suspension.
- (3) A launch permit may be revoked or varied even while it is suspended.

## **Division 4—Overseas launch certificates**

### **35 Granting an overseas launch certificate**

- (1) The Minister may grant an overseas launch certificate to a person authorising:
- (a) the launch of a particular space object; or
  - (b) a particular series of launches of space objects that, in the Minister's opinion, having regard to the nature of any payloads to be carried, may appropriately be authorised by a single overseas launch certificate;
- from a specified launch facility outside Australia using a specified kind of launch vehicle.

Note 1: Overseas launch certificates are only required if an Australian national would be a responsible party for the launch—see section 12.

Note 2: Under subsection 33(3) of the *Acts Interpretation Act 1901*, the Minister may vary or revoke an overseas launch certificate granted under this section.

- (2) The Minister may grant the overseas launch certificate to the person only if all of the following criteria are satisfied:
- (a) the Minister is satisfied either:
    - (i) that the insurance/financial requirements in Division 7 will be satisfied for each launch to be conducted under the certificate; or
    - (ii) that, having regard to the nature and purpose of the space object or space objects concerned, it is not necessary to insist that those insurance/financial requirements be satisfied;
  - (b) the Minister is satisfied that the probability of the launch or launches causing substantial harm to public health or public safety or causing substantial damage to property is sufficiently low;
  - (c) the Minister does not consider that, for reasons relevant to Australia's national security, foreign policy or international obligations, the overseas launch certificate should not be granted;
  - (d) any other criteria prescribed by the regulations.

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- (3) The Minister may, in deciding whether to grant the overseas launch certificate, have regard to:
- (a) whether there is an agreement or arrangement between Australia and the other launching State, or any of the other launching States, under which that State or those States assume liability, and indemnify Australia, for any damage that the space object or objects may cause; and
  - (b) the terms of that agreement or arrangement.

Note: This subsection does not, by implication, limit the matters to which the Minister may have regard.

### **36 Terms of overseas launch certificate**

- (1) An overseas launch certificate authorising the launch of a space object or objects:
- (a) must specify the day on which it comes into force and the period for which it remains in force; and
  - (b) is granted subject to any conditions specified in the certificate.
- (2) An overseas launch certificate may specify that the period during which it remains in force ends on the occurrence of a particular event (rather than at a specified time). For this purpose, the regulations may set out how to determine when events of a particular kind occur.

Example: An overseas launch certificate might specify that its period expires when the relevant launch has been (successfully or unsuccessfully) completed. The regulations could set out how to determine when this is.

- (3) At any time when an overseas launch certificate is in force, the Minister may, by written notice, extend or further extend the period for which the certificate remains in force.

### **37 Breaching a condition**

The holder of an overseas launch certificate must not contravene a condition of the certificate.

Note: Contravening this section is not an offence. However, a person who contravenes this section is liable to a civil penalty under Part 6.

### **38 Transfer of overseas launch certificate**

- (1) The Minister may, by written notice, transfer an overseas launch certificate to another person if the Minister would have power to grant the overseas launch certificate to the other person under section 35.
- (2) The transfer takes effect at the time specified in the notice.
- (3) The certificate continues to cover the same launch facility, the same kind of launch vehicle and the same space object or objects.
- (4) The certificate has effect subject to the same conditions as the original certificate (unless the Minister varies the conditions).
- (5) The period for which the certificate remains in force continues to run despite the transfer.

### **39 Applying for the grant, variation or transfer of an overseas launch certificate**

An application for the grant, variation or transfer of an overseas launch certificate must be made in accordance with the regulations.

### **40 Procedure etc.**

- (1) If the Minister considers that there may be grounds to vary, revoke or transfer an overseas launch certificate (other than at the certificate holder's request), the Minister must:
  - (a) give the holder of the certificate written notice of the Minister's opinion specifying the reasons for that opinion; and
  - (b) invite the holder to make a written submission to the Minister about the matter within a reasonable period specified in the notice.
- (2) In deciding whether to vary, revoke or transfer the certificate, the Minister must consider the matters raised in any submission received within the period specified in the notice.
- (3) An overseas launch certificate must not be varied in a way that changes the location of the relevant launch facility.

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- (4) The regulations may prescribe other ways in which an overseas launch certificate must not be varied.

**41 Suspending an overseas launch certificate**

- (1) The Minister may, by written notice, suspend an overseas launch certificate if:
- (a) the holder of the certificate contravenes a condition of the certificate; or
  - (b) in a subparagraph 35(2)(a)(i) case—the Minister is satisfied that the insurance/financial requirements in Division 7 are not satisfied for a launch to be conducted under the certificate; or
  - (c) the Minister considers that, for reasons relevant to Australia's national security, foreign policy or international obligations, the certificate should be suspended.

Note: Under subsection 33(3) of the *Acts Interpretation Act 1901*, the Minister may revoke a suspension.

- (2) An overseas launch certificate has no effect while suspended, but the period for which it remains in force continues to run despite the suspension.
- (3) An overseas launch certificate may be revoked or varied even while it is suspended.

## **Division 5—Authorisation of return of overseas-launched space objects**

### **42 Scope of Division**

This Division applies if:

- (a) a space object is launched, or is proposed to be launched, from a launch facility outside Australia; and
- (b) in connection with that launch, a space object is proposed to be returned to an area or place within Australia.

Note: The returning space object need not be the same as the space object launched. For example, a launch vehicle could carry a payload into an area beyond the distance of 100 km above mean sea level and return without it, or even collect a different payload from an area beyond the distance of 100 km above mean sea level and return that to Earth.

### **43 Returns may be authorised by permission or by agreement**

- (1) The Minister may give a person written permission authorising:
  - (a) the return of the space object concerned to a specified place or area in Australia; or
  - (b) a particular series of such returns that, in the Minister's opinion, having regard to the nature of the space objects to be returned, may appropriately be authorised by a single permission.

Note: Under subsection 33(3) of the *Acts Interpretation Act 1901*, the Minister may vary or revoke an authorisation granted under this section.

- (2) Alternatively, the Minister may, on behalf of the Commonwealth, enter into an agreement with a person under which such a return or such a series of returns is authorised.
- (3) The return or returns may be authorised under this section only if all of the following criteria are satisfied:
  - (a) the Minister is satisfied that the person who is to carry out the return or returns is competent to do so;
  - (b) the Minister is satisfied that the insurance/financial requirements in Division 7 will be satisfied for the return or returns;

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- (c) the Minister is satisfied that the probability of the return or returns causing substantial harm to public health or public safety or causing substantial damage to property is as low as is reasonably practicable;
  - (d) the space object or objects concerned are not and do not contain a nuclear weapon or a weapon of mass destruction of any other kind;
  - (e) the Minister does not consider that, for reasons relevant to Australia's national security, foreign policy or international obligations, the authorisation should not be given;
  - (f) any other criteria prescribed by the regulations.
- (4) The Minister may, in deciding whether to give an authorisation under this section, have regard to:
- (a) whether there is an agreement or arrangement between Australia and any country that is a launching State for any space object concerned under which that country assumes any liability, and indemnifies Australia, for any damage that the space object may cause; and
  - (b) the terms of that agreement or arrangement.
- Note: This subsection does not, by implication, limit the matters to which the Minister may have regard.
- (5) An authorisation under this section may be given subject to any conditions that the Minister determines.

#### **44 Offences relating to returns**

- (1) If a person returns a space object purportedly in accordance with an authorisation of the kind mentioned in section 43 and:
- (a) the return is conducted in a way that is likely to cause substantial harm to public health or public safety or to cause substantial damage to property; or
  - (b) the space object is or contains a nuclear weapon or a weapon of mass destruction of any other kind; or
  - (c) the space object contains any fissionable material and the Minister's written approval for this has not first been obtained; or
  - (d) the insurance/financial requirements in Division 7 are not satisfied for the return;

the person is guilty of an offence punishable on conviction by:

- (e) in the case of a body corporate—a fine not exceeding 100,000 penalty units; or
- (f) in the case of an individual—imprisonment for a term not exceeding 10 years, or a fine not exceeding 600 penalty units, or both.

Note 1: Chapter 2 of the *Criminal Code* sets out the general principles of criminal responsibility.

Note 2: See section 4AA of the *Crimes Act 1914* for the current value of a penalty unit.

- (2) The Minister may take civil proceedings under Part 6 against a person who is alleged to have committed an offence against subsection (1), as an alternative to prosecution.

#### **45 Breaching a condition**

A person who is authorised under section 43 to return a space object must not contravene a condition of the authorisation.

Note: Contravening this section is not an offence. However, a person who contravenes this section is liable to a civil penalty under Part 6.

#### **45A Applying for an authorisation or for the variation of an authorisation**

An application for an authorisation under section 43, or for the variation of such an authorisation, must be made in accordance with the regulations.

#### **45B Procedure etc.**

- (1) If the Minister considers that there may be grounds to vary or revoke an authorisation under section 43 (other than at the authorisation holder's request), the Minister must:
  - (a) give the holder of the authorisation written notice of the Minister's opinion specifying the reasons for that opinion; and
  - (b) invite the holder to make a written submission to the Minister about the matter within a reasonable period specified in the notice.

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- (2) In deciding whether to vary or revoke the authorisation, the Minister must consider the matters raised in any submission received within the period specified in the notice.

**45C Suspending an authorisation under section 43**

- (1) The Minister may, by written notice, suspend an authorisation under section 43 if:
- (a) the holder of the authorisation contravenes a condition of the authorisation; or
  - (b) the Minister considers that, for reasons relevant to Australia's national security, foreign policy or international obligations, the authorisation should be suspended; or
  - (c) an incident involving a space object covered by the authorisation occurs during the liability period for the return of the object.

Note: Under subsection 33(3) of the *Acts Interpretation Act 1901*, the Minister may revoke a suspension.

- (2) An authorisation under section 43 has no effect while suspended.
- (3) An authorisation under section 43 may be varied or revoked even while it is suspended.

## Division 6—Exemption certificates

### 46 Exemption certificates

- (1) The Minister may issue to any person an exemption certificate covering specified conduct that might otherwise be prohibited under section 11, 13 or 15.

Note 1: Under subsection 33(3) of the *Acts Interpretation Act 1901*, the Minister may vary or revoke an exemption certificate.

Note 2: Under subsection 33(3A) of the *Acts Interpretation Act 1901*, conduct may be specified by reference to a particular class or classes of conduct.

- (2) The regulations may set out matters to which the Minister must have regard in deciding whether to issue an exemption certificate.

Example: The regulations might set out criteria such as whether a launch would be in the national interest or would confer a significant national benefit, whether there is a risk that a launch might cause substantial harm to public health or public safety or damage to property or whether there is a risk that a launch might expose the Commonwealth to liability for damage caused.

Note: This subsection does not, by implication, limit the matters to which the Minister may have regard.

- (3) Within 7 sitting days of issuing an exemption certificate under this section, the Minister must cause a copy of the exemption certificate to be tabled in each House of the Parliament.

### 46A Terms of exemption certificate

- (1) An exemption certificate:
- (a) comes into force on a specified day or when a specified event happens; and
  - (b) remains in force for a specified period (which may be a period that ends on the occurrence of a specified event).
- (2) For the purposes of subsection (1), the regulations may set out how to determine when events of a particular kind occur.
- (3) At any time when an exemption certificate is in force, the Minister may, by written notice, extend or further extend the period for which the certificate remains in force.

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- (4) An exemption certificate is granted subject to any conditions specified in the certificate.

**46B Breaching a condition**

The holder of an exemption certificate must not contravene a condition of the certificate.

Note: Contravening this section is not an offence. However, a person who contravenes this section is liable to a civil penalty under Part 6.

## **Division 7—Insurance/financial requirements**

### **47 Satisfying the insurance/financial requirements**

- (1) This Division sets out the *insurance/financial requirements* mentioned in Divisions 3, 4 and 5.
- (2) The holder of a launch permit, overseas launch certificate or section 43 authorisation, covering a launch or return, satisfies the *insurance/financial requirements* for the launch or return if:
  - (a) throughout the liability period for the launch or return, the insurance requirements in section 48 are satisfied; or
  - (b) the holder has, in accordance with the regulations, shown direct financial responsibility for the launch or return for an amount not less than the amount that would otherwise have been applicable under subsection 48(3) for the launch or return.

### **48 Insurance requirements**

- (1) The insurance requirements are satisfied for:
  - (a) a launch or return authorised by a launch permit; or
  - (b) a return authorised under section 43;if:
  - (c) the holder of the permit or authorisation is insured (to the extent required by subsection (3)) against any liability that the holder might incur under this Act to pay compensation for any damage to third parties that the launch or return causes; and
  - (d) the Commonwealth is insured (to the extent required by subsection (3)) against any liability that the Commonwealth might incur, under the Liability Convention or otherwise under international law, to pay compensation for such damage.

Note 1: The insurance cover mentioned in paragraphs (c) and (d) may be provided by separate policies. Alternatively, the holder of the permit or authorisation could take out a single policy that insures both the holder and the Commonwealth.

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Note 2: The Commonwealth is under no duty to take out any insurance cover under this subsection—the onus is on the holder of the permit or authorisation to ensure that the insurance/financial requirements are satisfied.

- (2) The insurance requirements are satisfied for a launch authorised by an overseas launch certificate if the Commonwealth is insured (to the extent required by subsection (3)) against any liability of the Commonwealth, under the Liability Convention or otherwise under international law, to pay compensation for any damage to third parties that the launch causes.

Note 1: The holder of the certificate could take out a single policy that insures both the holder and the Commonwealth.

Note 2: The Commonwealth is under no duty to take out any insurance cover under this subsection—the onus is on the holder of the certificate to ensure that the insurance/financial requirements are satisfied.

- (3) The total insurance, for each launch or return concerned, must be for an amount not less than the lesser of the amount of \$750 million (as indexed from time to time in accordance with the regulations) and:
- (a) the amount of the maximum probable loss that may be incurred in respect of damage to third parties caused by the launch or return, as determined using the method set out in the regulations; or
  - (b) if the regulations set out a different method of determining a minimum amount for the purposes of this subsection—the amount determined using that method.

**49 Additional insurance not precluded**

Nothing in this Act prevents any person from taking out any additional insurance.

## **Division 8—Launch Safety Officer**

### **50 Launch Safety Officer**

For each licensed launch facility, the Minister must, by writing, appoint a Launch Safety Officer. The same person may be Launch Safety Officer for more than one facility.

### **51 Functions of Launch Safety Officer**

The functions of the Launch Safety Officer for a licensed launch facility are:

- (a) to ensure that notice is given, in accordance with the regulations, of launches conducted at the facility; and
- (aa) to ensure that notice is given, in accordance with the regulations, of returns of space objects that were launched from the facility; and
- (b) to ensure that no person or property is endangered by any launch conducted at the facility, until the space object is safely in Earth orbit or beyond; and
- (ba) to ensure that no person or property is endangered by any return of a space object that was launched from the facility; and
- (c) to monitor the compliance by persons who hold a space licence or launch permit relating to the facility with this Act and with the conditions of the licence or permit.

### **52 Powers of Launch Safety Officer**

- (1) The Launch Safety Officer for a licensed launch facility may do all things that are reasonably necessary or convenient to be done for the performance of his or her functions.
- (2) In particular, the Launch Safety Officer for a licensed launch facility may:
  - (a) with the consent of the holder of the relevant space licence, or of any person authorised by the holder to give that consent:
    - (i) enter and inspect the facility and any space object at the facility; and

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- (ii) inspect and test any other equipment at the facility; and
  - (b) ask the holder, or any employee, agent or contractor of the holder, to give him or her any information or assistance, for which he or she reasonably asks, to assist in the proper performance of his or her functions; and
  - (c) give any directions about the launch of a space object carried out, or proposed to be carried out, at the facility that he or she considers necessary to avoid any danger to public health or to persons or property, including directions to stop the launch or destroy the space object (whether before or after it is launched); and
  - (d) give any directions about the return of a space object that was launched from the facility that he or she considers necessary to avoid any danger to public health or to persons or property, including directions to stop the return or destroy the space object.
- (3) The Launch Safety Officer's powers under this section do not entitle him or her to enter a licensed launch facility without the consent of the holder of the relevant space licence or of a person authorised by the holder to give that consent.
- (4) The Launch Safety Officer for a licensed launch facility is not entitled to exercise any powers under this section at or on the facility if:
  - (a) the holder of the relevant space licence, or an employee or agent of the holder, has required the Launch Safety Officer to show identification; and
  - (b) the Launch Safety Officer fails to comply with the requirement.
- (5) The Launch Safety Officer's functions and powers do not entitle him or her to be involved in the normal business operations of the holder of a space licence or launch permit.

**53 Offence of failing to comply with directions**

A person who fails to comply with a direction that the Launch Safety Officer for a licensed launch facility gives under paragraph 52(2)(c) or (d) is guilty of an offence.

Maximum penalty: 100 penalty units.

Note 1: Chapter 2 of the *Criminal Code* sets out the general principles of criminal responsibility.

Note 2: See section 4AA of the *Crimes Act 1914* for the current value of a penalty unit.

#### **54 Procedure for giving and complying with directions**

- (1) The regulations may prescribe the procedure to be followed by:
  - (a) the Launch Safety Officer for a licensed launch facility in giving directions under paragraph 52(2)(c) or (d); and
  - (b) any person to whom the Launch Safety Officer gives such a direction.
- (2) The regulations may prescribe penalties not exceeding 100 penalty units for contravening regulations made for the purposes of paragraph (1)(b) of this section.

#### **55 Launch Safety Officer to comply with Minister's instructions**

- (1) In performing a function or exercising a power under this Act, the Launch Safety Officer for a licensed launch facility must comply with any instructions the Minister gives the Launch Safety Officer.
- (2) The Minister may give different instructions for different licensed launch facilities.
- (3) Within 15 sitting days of giving an instruction to a Launch Safety Officer the Minister must cause a copy of the instruction to be tabled in each House of the Parliament.

#### **56 Seizures in emergency situations**

- (1) If, while exercising powers at or on a licensed launch facility, the Launch Safety Officer for the facility suspects, on reasonable grounds, that:
  - (a) a thing relevant to an offence against this Act is at or on the facility; and
  - (b) because the circumstances are so serious and urgent, it is necessary to:
    - (i) search the facility, and any receptacle at or on the facility, for the thing; or

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- (ii) seize the thing;  
to stop the thing from being concealed, lost or destroyed;  
the Launch Safety Officer may do so.
- (2) The Launch Safety Officer's functions and powers do not entitle him or her to seize anything otherwise than in accordance with this section.

**57 Launch Safety Officer may obtain assistance**

The Launch Safety Officer for a licensed launch facility may arrange for other persons to assist him or her in the performance of his or her functions for the facility.

**58 Identity cards**

- (1) The Minister must issue the Launch Safety Officer for a licensed launch facility with an identity card.
- (2) An identity card must include a recent photograph of the person.
- (3) As soon as practicable after a person ceases to be the Launch Safety Officer for a licensed launch facility, the person must return his or her identity card to the Minister.
- (4) A person who fails to do so is guilty of an offence.

Maximum penalty: 1 penalty unit.

Note 1: Chapter 2 of the *Criminal Code* sets out the general principles of criminal responsibility.

Note 2: See section 4AA of the *Crimes Act 1914* for the current value of a penalty unit.

## **Division 9—Administration etc.**

### **59 Fees**

- (1) The applicant for a launch permit, or for a transfer or variation of a launch permit, must pay the Commonwealth any fee the regulations set in respect of the application.
- (2) The applicant for an overseas launch certificate, or for a transfer or variation of an overseas launch certificate, must pay the Commonwealth any fee the regulations set in respect of the application.
- (2A) The applicant for an authorisation under section 43, or for the variation of such an authorisation, must pay the Commonwealth any fee the regulations set in respect of the application.
- (3) The applicant for a space licence, or for a transfer or variation of a space licence, must pay the Commonwealth any fee the regulations set in respect of the application.
- (3A) The holder of a space licence must pay the Commonwealth any annual licence fee the regulations set in respect of the licence.
- (4) The applicant for an exemption certificate must pay the Commonwealth any fee the regulations set in respect of the application.
- (5) A person who inspects the Register must pay the Commonwealth any fee the regulations set in respect of the inspection.
- (6) The regulations may set a fee mentioned in this section by setting the amount of the fee or a way of working out the fee.
- (6A) The regulations may make provision for approved scientific or educational organisations to be charged different fees under this section than other persons.
- (7) A fee must not be such as to amount to taxation.
- (8) The regulations may specify the time for payment of a fee.

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- (9) The regulations may prescribe the circumstances in which the Minister may wholly or partly waive fees that would otherwise be payable under this section.

### **60 Request for information**

The Minister may, by written notice, ask:

- (a) an applicant for, or the holder of, a space licence; or
- (b) an applicant for, or the holder of, a launch permit; or
- (c) an applicant for, or the holder of, an overseas launch certificate; or
- (d) an applicant for, or the holder of, an authorisation under section 43;

to give the Minister, within the period specified in the notice, any information the Minister requires for the purposes of performing functions or exercising powers under this Act in relation to the licence, permit, certificate or authorisation.

### **61 Review of decisions**

An application may be made to the Administrative Appeals Tribunal for review of any decision of the Minister:

- (a) refusing to grant, vary or transfer a space licence; or
- (b) varying, revoking, suspending or transferring a space licence; or
- (c) refusing to grant, vary or transfer a launch permit or overseas launch certificate; or
- (d) varying, revoking, suspending or transferring a launch permit or overseas launch certificate; or
- (e) refusing to extend, or further extend, the period for which a launch permit or overseas launch certificate remains in force; or
- (f) refusing to give or vary an authorisation under section 43; or
- (g) varying, revoking or suspending an authorisation under section 43; or
- (h) refusing to grant or vary an exemption certificate; or
- (i) varying or revoking an exemption certificate; or
- (ia) refusing to extend, or further extend, the period for which an exemption certificate remains in force; or

- (j) imposing a particular condition or conditions on a space licence, launch permit, overseas launch certificate, authorisation under section 43 or exemption certificate; or
- (k) refusing to make a declaration under section 8A; or
- (l) varying or revoking a declaration under section 8A.

## **62 Notice of decisions**

If the Minister varies, revokes, suspends, reinstates or transfers a space licence, launch permit, overseas launch certificate, exemption certificate or authorisation under section 43, the Minister must publish in the *Gazette* a notice that this has happened.

## **Part 4—Liability for damage by space objects**

### **Division 1—Scope of Part**

#### **63 Damage covered**

- (1) This Part applies to damage a space object causes if:
  - (a) either:
    - (i) the object is launched from a launch facility in Australia; or
    - (ii) Australia is a launching State in relation to the object; and
  - (b) the damage is caused during the liability period for the launch.
- (2) This Part also applies to damage a space object causes if:
  - (a) the object is returned to a place in Australia; and
  - (b) the damage is caused during the liability period for the return.
- (2A) This Part also applies to damage a space object causes if:
  - (a) either:
    - (i) the object is launched from a launch facility in Australia; or
    - (ii) Australia is a launching State in relation to the object; and
  - (b) the object is returned to a place outside Australia; and
  - (c) the damage is caused during the liability period for the return.
- (3) This Part applies to damage mentioned in subsection (1), (2) or (2A):
  - (a) whether the damage happens on Earth, in the air or in space; and
  - (b) whether the damage happens in Australia or outside it; and
  - (c) whether or not the launch or return was authorised under this Act; and
  - (d) whether or not the launch or return was covered by an exemption certificate.

**64 Compensation for third party damage by space objects to be determined solely under this Part**

- (1) Compensation for damage to which this Part applies caused to third parties is only payable in accordance with this Part.
- (2) However, this section does not prevent Australia from complying with any obligation to pay compensation under the Liability Convention, or otherwise under international law, for such damage.

Note: This section does not affect the rights of persons who are not third parties (for example, employees of a responsible party) from seeking compensation outside of this Act for damage to which this Part applies. However, see also section 65 (which allows the regulations to make provision in relation to the waiver of such rights).

**65 Regulations about waivers**

The regulations may make provision in relation to the waiver of some or all of the rights of persons connected with a launch or return, and of their employees, contractors and subcontractors, to seek compensation for damage to which this Part applies.

## **Division 2—Liability for third party damage**

### **Subdivision A—Rules for damage caused by launches and most returns**

#### **66 Scope of Subdivision**

This Subdivision applies to all damage to which this Part applies, except for damage a space object causes in connection with the return of the space object where:

- (a) neither the object, nor any part of it, was launched from a launch facility located within Australia; and
- (b) the responsible party for the return is not an Australian national.

Note: Subdivision B deals with that other kind of damage.

#### **67 Damage on Earth or in the air**

- (1) The responsible party for the launch or return of a space object is liable to pay compensation for any damage the space object causes to a third party:
  - (a) on Earth; or
  - (b) as a result of damage to aircraft in flight.
- (2) However, the responsible party is not liable to the extent that the responsible party establishes that the damage resulted from:
  - (a) the gross negligence of the third party; or
  - (b) any conduct (whether by act or omission) that the third party engaged in with intent to cause the damage.

#### **68 Damage to other space objects**

The responsible party for the launch or return of a space object is liable to pay compensation for any damage the space object causes, otherwise than on Earth or as a result of damage to aircraft in flight:

- (a) to a space object launched or operated by a third party; or
- (b) to a third party, or the property of a third party, on board such a space object;

to the extent that the damage is due to the fault of the responsible party or of a related party.

### **69 Limit on amount of permit or certificate holder's liability**

- (1) This section applies if:
  - (a) the launch or return of a space object that causes damage covered by this Subdivision was authorised by a launch permit; and
  - (b) the damage did not result from a breach of any of the conditions of the permit or of the relevant space licence, from any conduct (whether by act or omission) that the responsible party or a related party engaged in with intent to cause the damage or from the gross negligence of the responsible party or a related party.
- (2) This section also applies if:
  - (a) the launch of a space object that causes damage covered by this Subdivision was authorised by an overseas launch certificate; and
  - (b) the damage did not result from a breach of any of the conditions of the certificate, any conduct (whether by act or omission) that the responsible party or a related party engaged in with intent to cause the damage or from the gross negligence of the responsible party or a related party.
- (3) The responsible party is not liable to pay compensation for the damage to the extent that the amount of the compensation would exceed the insured amount for the launch permit or overseas launch certificate.
- (4) If:
  - (a) the responsible party has paid compensation for the damage of an amount equal to the insured amount for the launch permit or overseas launch certificate; and
  - (b) apart from this section, the responsible party would be liable to pay further compensation to Australian nationals for the damage of an amount (the ***excess amount***) in excess of the insured amount for the launch permit or overseas launch certificate;

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then the Commonwealth is liable to pay compensation to the Australian nationals for the damage of an amount equal to so much of the excess amount as does not exceed \$3 billion.

- (5) The Consolidated Revenue Fund is appropriated for the purposes of payments by the Commonwealth under subsection (4).

**Subdivision B—Rules for certain returns conducted by overseas nationals**

**70 Scope of Subdivision**

This Subdivision applies to damage to which this Part applies that a space object causes in connection with the return of the space object where:

- (a) neither the object, nor any part of it, was launched from a launch facility located within Australia; and
- (b) the responsible party for the return is not an Australian national.

Note: Subdivision A deals with the other kinds of damage to which this Part applies.

**71 Liability**

The responsible party for the return is liable to pay compensation for any damage the space object causes to a third party.

## **Division 3—Procedure etc.**

### **72 Federal Court has jurisdiction**

The Federal Court has jurisdiction to hear and determine actions for compensation for damage to which this Part applies.

### **73 Action for compensation**

- (1) An action for compensation for damage to which this Part applies may only be brought:
  - (a) within one year after the day on which the damage occurred;  
or
  - (b) if, when the damage occurred, the person bringing the action did not know that it had occurred—within one year after the day on which the person:
    - (i) became aware of the damage; or
    - (ii) would have become aware of the damage, if the person had exercised due diligence.
- (2) If, in accordance with the Liability Convention or otherwise under international law:
  - (a) a foreign country has presented a claim against Australia for compensation for damage caused by a space object to which a launch permit, overseas launch certificate, section 43 authorisation or exemption certificate relates; or
  - (b) such a claim made by a foreign country has been settled;a person who has suffered damage covered by the claim may not commence an action, against the responsible party, seeking compensation for that damage.

## **Division 4—Compensation claims by foreign countries**

### **74 Responsible party's liability to the Commonwealth**

- (1) This section applies if, in accordance with the Liability Convention or otherwise under international law:
  - (a) a foreign country has presented a claim against Australia for compensation for damage covered by this Part; and
  - (b) Australia becomes liable to any extent to pay compensation for the damage.
- (2) The responsible party for the relevant launch or return is liable to pay the Commonwealth an amount equal to the lesser of the following amounts:
  - (a) the amount of that compensation;
  - (b) if the launch or return of the space object concerned was authorised by a launch permit or overseas launch certificate, and section 69 applies—the insured amount for the permit or certificate.

Note: A foreign country could not present a claim against Australia under the Liability Convention if proceedings under this Part were already in progress in respect of the same damage: see Article XI.2 of the Convention.

### **75 Claims Commission**

If, in accordance with the Liability Convention, it is necessary to establish a Claims Commission to settle a claim presented to the Commonwealth, the Commonwealth may do anything that it is required to do under the Convention to establish the Commission and enable it to give a decision or award as provided under the Convention.

## **Part 5—Register of space objects**

### **76 Minister to keep Register**

- (1) The Minister must keep a Register of Space Objects.
- (2) The Minister must enter in the Register the following particulars for a space object that is launched into Earth orbit or beyond under an authorisation provided under this Act:
  - (a) the registration number given to the space object under section 77;
  - (b) the launch facility;
  - (c) the date of the launch;
  - (d) the space object's basic orbital parameters, including:
    - (i) the nodal period; and
    - (ii) its inclination; and
    - (iii) its apogee and perigee;
  - (e) the space object's general functions;
  - (f) if a country other than Australia is also a launching State for the space object—the name of that country;
  - (g) any other prescribed particulars.
- (3) In keeping the Register, the Minister must have regard to the Registration Convention and any other international agreement or arrangement relating to the registration of space objects to which Australia is a party.
- (4) The Minister may vary or remove an entry on the register as needed.

### **77 Registration number**

- (1) When the Minister grants a launch permit authorising the launch of a space object from a launch facility, the Minister must allocate to the space object a registration number by which it can be identified.
- (2) The Minister may allocate a registration number to a space object at any other time.

**78 Register may be kept on computer**

The Minister may keep the Register in whole or in part by using a computer.

**79 Inspection of Register**

- (1) The Minister must make the Register available for any person to inspect it at the times and places published in the *Gazette*.
- (2) The Minister may do so by allowing a person who wants to inspect the Register reasonable access to a computer terminal from which he or she can read on a screen, or get a printed copy of, an entry in the Register.

## **Part 5A—Implementation of space cooperation agreements**

### **79A Implementation of intergovernmental agreement with Russia**

- (1) Regulations may be made for and in relation to giving effect to one or more provisions of the intergovernmental agreement with Russia.
- (2) Regulations under subsection (1) must not come into operation on a day earlier than the day on which the agreement enters into force in Australia.

### **79B Regulations may amend Schedule**

Regulations may be made to amend Schedule 6 for the purposes of ensuring that Schedule 6 correctly sets out the English text of the intergovernmental agreement with Russia as in force from time to time.

## Part 6—Civil penalties

### 80 Civil penalty provisions

This Part applies to a contravention of any of the following provisions (called *civil penalty provisions*):

- (a) section 15 (space licence required to operate launch facility);
- (b) section 21 (breaching a space licence condition);
- (c) subsections 30(1) and (2) (breaching a launch permit condition);
- (d) section 37 (breaching a condition of an overseas launch certificate);
- (e) section 44 (offences relating to returns);
- (f) section 45 (breaching a condition of a section 43 authorisation);
- (fa) section 46B (breaching a condition of an exemption certificate);
- (g) subsection 109(3) (pre-existing agreements).

### 81 Fines for contravening civil penalty provisions

- (1) If the Federal Court is satisfied, on the balance of probabilities, that a person has contravened a civil penalty provision, the Court may order the person to pay the Commonwealth such fine, by way of civil penalty, in respect of the contravention as the Court determines to be appropriate.
- (2) In determining the civil penalty, the Court must have regard to the following matters:
  - (a) the nature and extent of the contravention;
  - (b) the nature and extent of any loss or damage suffered as a result of the contravention;
  - (c) the circumstances in which the contravention took place;
  - (d) whether, in proceedings under this Act, the person has previously been found to have engaged in similar conduct.The Court may also have regard to any other matters it considers relevant.

- (3) The civil penalty payable under subsection (1) must not exceed:
- (a) in the case of a body corporate—5,000 penalty units; or
  - (b) in the case of an individual—500 penalty units.

Note: See section 4AA of the *Crimes Act 1914* for the current value of a penalty unit.

- (4) The Federal Court may make such declarations or orders as it considers appropriate in relation to the proceedings, including:
- (a) a declaration that the person did not contravene a civil penalty provision; and
  - (b) an order as to costs.

## **82 Procedure**

- (1) The Minister may, by application, take proceedings in the Federal Court for the payment of a civil penalty mentioned in section 81.
- (2) The proceedings must be commenced within 6 years after the contravention.
- (3) In hearing and determining the proceedings, the Federal Court is to apply the rules of evidence and procedure that it applies in hearing and determining civil matters.

## **83 Not an offence to contravene civil penalty provision**

A person is not guilty of an offence merely because the person has contravened a civil penalty provision.

## Part 7—Investigation of accidents

### Division 1—Scope of Part

#### 84 Scope of Part

This Part applies if an accident (see section 85) or an incident (see section 86) involving a space object occurs during:

- (a) the liability period for the launch of the space object from a launch facility located in Australia; or
- (b) the liability period for the return of the space object to a place in Australia.

#### 85 Meaning of *accident*

An *accident* involving a space object occurs if:

- (a) a person dies or suffers serious injury as a result of the operation of the space object; or
- (b) the space object is destroyed or seriously damaged or causes damage to property (other than in the circumstances prescribed by the regulations).

#### 86 Meaning of *incident*

An *incident* is an occurrence associated with the operation of a space object that affects or could affect the safety of the operation of the space object or that involves circumstances indicating that an accident nearly occurred.

## **Division 2—Investigations**

### **87 Object of Division**

- (1) The object of this Division is, by establishing a system of investigating the circumstances surrounding any accident or incident, to prevent other accidents and incidents occurring.
- (2) It is not the object of this Division:
  - (a) to provide a way of apportioning blame for an accident or incident; or
  - (b) to provide a way of determining the liability of any person in respect of an accident or incident.

### **88 Appointing an Investigator**

- (1) If an accident occurs, the Minister must appoint a person as the Investigator of the accident.
- (2) If an incident occurs, the Minister may appoint a person as the Investigator of the incident.
- (3) Before appointing a person under this section, the Minister must be satisfied that the person has suitable qualifications and experience to be an Investigator.

### **89 Investigator to investigate accident or incident**

- (1) An Investigator appointed under section 88 must investigate the circumstances surrounding the relevant accident or incident.
- (2) In particular, the Minister may determine the terms of reference of the investigation.

### **90 Investigator may invite assistance**

- (1) An Investigator may invite other persons to assist him or her in performing any or all of his or her functions under this Division.
- (2) A person who gives such assistance is entitled to be paid fees and allowances for expenses, as determined under the regulations.

## 91 Investigator's powers to gather information

- (1) In conducting an investigation under this Division, the Investigator may, by written notice:
  - (a) require a person to attend before the Investigator and answer questions about matters relevant to the investigation; and
  - (b) require the person to give the Investigator a specified document or record, a specified part or component of a space object or any other thing relevant to the investigation.
- (2) A notice under subsection (1) must be signed by the Investigator and must specify the time and place at which the person is required to attend or to give the relevant thing.
- (3) The Investigator may require the person to answer questions mentioned in paragraph (1)(a) on oath or affirmation. For that purpose, the Investigator may administer an oath or affirmation to the person.
- (4) The Investigator may:
  - (a) retain a thing given in accordance with a requirement under subsection (1) for as long as is reasonably necessary for the purposes of the investigation; and
  - (b) if the thing is a document or record—make copies of, or take extracts from, the document or record.
- (5) If a person answers a question in accordance with subsection (1), the answer, and any information or thing obtained directly or indirectly as a result, is not admissible in evidence against the person in any proceeding (other than a proceeding in respect of the falsity of the answer).
- (6) If a person gives a thing in accordance with subsection (1), the thing, and any information or thing obtained directly or indirectly as a result, is not admissible in evidence against the person in a criminal proceeding or in a proceeding for the recovery of a penalty.
- (7) A person who attends before the Investigator under this section is entitled to be paid fees and allowances for expenses, as determined under the regulations.

## 92 Offences relating to section 91 requirements

- (1) A person to whom a requirement under subsection 91(1) is given and who:
- (a) fails to attend before the Investigator in accordance with the requirement; or
  - (b) refuses to take an oath or make an affirmation when required by the Investigator to do so; or
  - (c) refuses or fails to answer a question lawfully put to the person by the Investigator; or
  - (d) fails to give the Investigator a thing in accordance with the requirement, if it would have been reasonably practicable to have done so;
- is guilty of an offence.

Maximum penalty: 30 penalty units.

Note 1: Chapter 2 of the *Criminal Code* sets out the general principles of criminal responsibility.

Note 2: See section 4AA of the *Crimes Act 1914* for the current value of a penalty unit.

- (2) However, a person is not required to answer a question or give a thing if doing so might tend to incriminate the person or expose the person to a penalty.
- (3) A person to whom a requirement under subsection 91(1) is given and who:
- (a) gives information to the Investigator in answering a question lawfully put to the person by the Investigator; and
  - (b) does so knowing that the information is false or misleading in a material particular;
- is guilty of an offence.

Maximum penalty: Imprisonment for 12 months.

Note: Chapter 2 of the *Criminal Code* sets out the general principles of criminal responsibility.

- (4) A person to whom a requirement under subsection 91(1) is given and who:
- (a) gives a document or record to the Investigator in accordance with the requirement; and

(b) does so knowing that the document or record is false or misleading in a material particular;  
is guilty of an offence.

Maximum penalty: Imprisonment for 12 months.

Note: Chapter 2 of the *Criminal Code* sets out the general principles of criminal responsibility.

- (5) Subsection (4) does not apply if, when the person gave the document or record to the Investigator, the person informed the Investigator that it was false or misleading in a material particular and specified in what respect it was false or misleading.

### **93 Report of investigation**

- (1) When an investigation is completed, the Investigator must give the Minister a written report of the investigation and, if the Minister requires, any relevant documents, records or other things.
- (2) Subject to subsection (3), no part of a report or other document given to the Minister under this section may be published without the Minister's written approval.
- (3) The Minister may cause to be published any information contained in a report or document given to the Minister under this section if he or she considers that publishing the information is desirable in the interest of promoting safety in the space industry.

### **94 Custody of space object etc.**

- (1) If an accident occurs, the space object or the space object wreckage concerned and any thing in the space object or wreckage is taken to be in the Minister's custody until an Investigator is appointed for the accident. The things are then taken to be in the Investigator's custody.
- (2) When it is no longer necessary to retain any such thing for the purposes of the investigation, the Investigator must release custody of the thing to its owner or to a person the owner authorises to receive it.

- (3) A person who removes or otherwise interferes with a thing that is in the custody of the Minister or Investigator under subsection (1), except:
- (a) with the permission of the Minister or Investigator; or
  - (b) as mentioned in subsection (4);
- is guilty of an offence.

Maximum penalty: Imprisonment for 6 months.

Note: Chapter 2 of the *Criminal Code* sets out the general principles of criminal responsibility.

- (4) Subsection (3) does not prevent any action necessary for all or any of the following:
- (a) extracting persons (including deceased persons) from the wreckage of a space object;
  - (b) protecting the wreckage from being destroyed by fire or other cause;
  - (c) preventing immediate danger to the safety of persons or property;
  - (d) moving the space object or the wreckage and its contents to a safe place when the object crashes on water or is wrecked on water.

## **95 Automatic suspension of launch permit etc. after accident**

- (1) Immediately after an accident occurs, the launch permit, exemption certificate or section 43 authorisation under which the relevant launch or return was carried out is taken to be suspended, until the Minister revokes the suspension.
- (2) The permit, certificate or authorisation has no effect while suspended, but the period for which it remains in force continues to run despite the suspension.
- (3) The permit, certificate or authorisation may be revoked or varied even while it is suspended.

## 96 Disclosure of safety records

- (1) An investigation officer (see subsection (9)) must not, except for the purposes of this Part, directly or indirectly:
- (a) disclose a safety record (see subsection (9)) to any person or a court; or
  - (b) give a safety record to any person or a court.

- (2) A person who contravenes subsection (1) is guilty of an offence.

Maximum penalty: 30 penalty units.

Note 1: Chapter 2 of the *Criminal Code* sets out the general principles of criminal responsibility.

Note 2: See section 4AA of the *Crimes Act 1914* for the current value of a penalty unit.

- (3) Subsection (1) does not apply to criminal proceedings, investigations relating to a criminal offence or a proceeding relating to bail.
- (4) Subsection (1) does not apply to the disclosure of a safety record to the Minister under section 93.
- (5) Subsection (1) does not prohibit an investigation officer from disclosing or giving a safety record to a court if an order is made under subsection (7).
- (6) A person may apply to a court for an order that a safety record must be disclosed or given to the court.
- (7) If the court is satisfied that the disclosure or production of the safety record is in the public interest, having regard to:
- (a) the adverse impact disclosure or production may have on the investigation to which the record relates or to any future investigations; and
  - (b) any other relevant matter;
- the court must order the disclosure or production.
- (8) If the court makes such an order, then the court must also make an order that restricts access to the safety record to:
- (a) the person or persons constituting the court; and
  - (b) the parties to the proceeding (including any interveners); and

(c) the parties' legal representatives; and  
(d) specified witnesses for the purposes of the proceeding;  
unless the court is satisfied that such an order would not be in the interests of justice or would not be desirable in the interests of the court performing its functions.

(9) In this section:

*investigation officer* means a person who is or has been:

- (a) the Minister; or
- (b) an Investigator; or
- (c) any other person who performs functions or provides services in relation to an investigation under this Part.

*safety record* means all or any of the following:

- (a) all statements (whether oral or written) an Investigator takes from persons in the course of an investigation under this Part, including any record of such a statement;
- (b) all communications between persons involved in operating a space object that is involved in an accident or incident;
- (c) medical or personal information about persons (including deceased persons) involved in an accident or incident;

or any part of such a thing.

## **97 Relationship with other powers**

The powers and functions of a Commonwealth agency or a person (other than a member of the Australian Federal Police) under another law of the Commonwealth that would allow the agency or person to investigate any matters relating to an accident or incident must be exercised and performed subject to this Part.

## Division 3—Accident site powers

### 98 Accident sites and accident site premises

In this Division:

***accident site*** means:

- (a) a site where an accident has occurred; or
- (b) a site on which there is an impact point caused by a space object that has been involved in an accident; or
- (c) a site on which there is a space object that has been involved in an accident;

together with such area around the site as the Investigator of the accident determines to be reasonably necessary to facilitate the investigation of the accident and securing of the site.

***accident site premises*** means:

- (a) premises on which there is an accident site; or
- (b) premises that it is necessary to enter to get to premises on which there is an accident site.

### 99 Power of entry to accident site

- (1) An Investigator may:
  - (a) with the consent of the occupier of accident site premises; or
  - (b) subject to this Division, without the consent of the occupier of accident site premises;  
enter the premises and do any or all of the following for the purposes of investigating a particular accident:
    - (c) leave and re-enter the accident site premises at any time during the access period (see subsection (2));
    - (d) take control of and secure the accident site during the access period;
    - (e) search the accident site;
    - (f) take photographs, video recordings or sketches of the accident site or the space object or any other thing on or in the site;
    - (g) inspect or examine a thing;
    - (h) take samples of a thing;

- (i) measure a thing;
  - (j) take equipment to the accident site and operate the equipment;
  - (k) remove the space object, the space object wreckage or any other thing from the accident site premises and exercise any of the powers mentioned in paragraphs (g), (h) and (i), take photographs or video recordings or subject the thing to testing.
- (2) In this section, the *access period* is the period beginning when the Investigator first enters the accident site premises and ending on the day that the Investigator specifies in a written determination as the last day of the access period.
- (3) That day must be no later than is reasonably necessary for investigating the accident and in any case no later than 28 days after the day on which the access period begins.
- (4) However, the Minister may, by written determination, extend or further extend the access period beyond that 28 day limit, if the Minister considers it is reasonably necessary for investigating the accident.

### **100 Procedure before entry**

- (1) Before an Investigator or a person authorised to assist the Investigator under section 102 enters accident site premises, the Investigator must:
- (a) announce that this Division authorises him or her to enter the premises; and
  - (b) give any occupier at the premises an opportunity to allow entry.
- (2) When requesting an occupier's consent, the Investigator must tell the person that the Investigator has powers of entry and search under this Division even if the occupier refuses to give his or her consent.

### **101 Identity cards**

- (1) The Minister must issue an Investigator a card identifying the holder as an Investigator.

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- (2) An identity card must include a recent photograph of the holder.
- (3) An Investigator or is not entitled to exercise any powers under this Part if:
  - (a) the occupier of the relevant premises has required the Investigator to show his or her identity card; and
  - (b) the Investigator fails to comply with the requirement.
- (4) As soon as practicable after a person ceases to be an Investigator, the person must return his or her identity card to the Minister.
- (5) A person who fails to do so is guilty of an offence.

Maximum penalty: 1 penalty unit.

Note 1: Chapter 2 of the *Criminal Code* sets out the general principles of criminal responsibility.

Note 2: See section 4AA of the *Crimes Act 1914* for the current value of a penalty unit.

### **102 Availability of assistance and use of force in entering accident site premises**

In entering accident site premises without the consent of the occupier of the premises:

- (a) an Investigator may get such assistance as is necessary and reasonable; and
- (b) the Investigator or a person assisting may use such force against the occupier and things as is necessary and reasonable.

### **103 Offence of entering etc. an accident site without permission**

If:

- (a) an accident site has been secured under subsection 99(1); and
- (b) a person enters or remains on the site without the Investigator's permission;

the person is guilty of an offence.

Maximum penalty: 10 penalty units.

Note 1: Chapter 2 of the *Criminal Code* sets out the general principles of criminal responsibility.

Note 2: See section 4AA of the *Crimes Act 1914* for the current value of a penalty unit.

## **Part 8—Miscellaneous**

### **104 Delegation**

The Minister may, by signed writing, delegate to another person any or all of his or her powers under this Act, if the Minister considers that the person is suitably qualified to exercise the powers concerned.

### **105 Operation of other laws**

Nothing in this Act limits or excludes the operation of other laws of the Commonwealth, except to the extent (if any) that they are inconsistent with this Act.

### **106 Immunity**

A person is not subject to any liability to any person in respect of anything done, or omitted to be done, in good faith in connection with the exercise or performance of powers, functions or duties under this Act.

### **107 Compensation—constitutional safety net**

- (1) If:
  - (a) apart from this section, the operation of this Act would result in the acquisition of property from a person otherwise than on just terms; and
  - (b) the acquisition would be invalid because of paragraph 51(xxxi) of the Constitution;the Commonwealth is liable to pay compensation of a reasonable amount to the person in respect of the acquisition.
- (2) If the Commonwealth and the person do not agree on the amount of the compensation, the person may take proceedings in the Federal Court for the recovery from the Commonwealth of such reasonable amount of compensation as the Court determines.
- (3) In this section:

*acquisition of property* has the same meaning as in paragraph 51(xxxi) of the Constitution.

*just terms* has the same meaning as in paragraph 51(xxxi) of the Constitution.

### **108 Severability: additional effect of Act**

- (1) Without limiting its effect apart from this section, this Act also has effect as provided by this section.
- (2) This Act also has the effect it would have if its operation were expressly confined to:
  - (a) giving effect to the UN Space Treaties; and
  - (aa) giving effect to specified space cooperation agreements; and
  - (b) matters external to Australia; and
  - (c) matters of international concern.
- (3) This Act also has the effect it would have if:
  - (a) the operation of Part 3 were expressly confined to acts or omissions of corporations to which paragraph 51(xx) of the Constitution applies; and
  - (b) the operation of Part 4 were expressly confined to cases in which the responsible party, for the launch or return of a space object, is such a corporation.
- (4) This Act also has the effect it would have if its operation were expressly confined to acts or omissions taking place in the course of, or in relation to, trade or commerce:
  - (a) between Australia and places outside Australia; or
  - (b) among the States; or
  - (c) within a Territory, between a State and a Territory or between 2 Territories.
- (5) This Act also has the effect it would have if its operation were expressly confined to acts or omissions taking place in a Territory.
- (6) This Act also has the effect it would have if its operation were expressly confined to acts or omissions taking place in a place acquired by the Commonwealth for public purposes.

### 109 Application of Act: pre-existing agreement

- (1) Subject to this section, this Act does not apply in relation to:
  - (a) launches or returns, or activities related to launches or returns; or
  - (b) the operation of a launch facility or the doing of anything directly connected with the operation of a launch facility;in accordance with any agreement made between the Commonwealth and another person before 11 November 1998.
- (2) However:
  - (a) any term or condition of such an agreement that relates to the launch or return of a space object is taken, for the purposes of this Act, to be a condition (but not a standard launch permit condition) of a launch permit held by the person; and
  - (b) any other term or condition of such an agreement is taken, for the purposes of this Act, to be a condition of a space licence held by the person.
- (3) If a person launches or returns a space object purportedly in accordance with an agreement mentioned in subsection (1) and:
  - (a) the launch or return is conducted in a way that is likely to cause substantial harm to public health or public safety or to cause substantial damage to property; or
  - (b) the space object is or contains a nuclear weapon or a weapon of mass destruction of any other kind; or
  - (c) the space object contains any fissionable material and the Minister's written approval for this has not first been obtained; or
  - (d) the launch or return does not comply with a term or condition of the agreement that requires insurance cover to be obtained in connection with the launch or return;the person is guilty of an offence punishable on conviction by:
  - (e) in the case of a body corporate—a fine not exceeding 100,000 penalty units; or
  - (f) in the case of an individual—imprisonment for a term not exceeding 10 years, or a fine not exceeding 600 penalty units, or both.

Note 1: Chapter 2 of the *Criminal Code* sets out the general principles of criminal responsibility.

Note 2: See section 4AA of the *Crimes Act 1914* for the current value of a penalty unit.

- (4) The Minister may take civil proceedings under Part 6 against a person who is alleged to have committed an offence against subsection (3), as an alternative to prosecution.
- (5) An application may be made to the Administrative Appeals Tribunal for review of any decision made under an agreement mentioned in subsection (1) (including a decision made before this Act commenced):
  - (a) refusing to authorise activities covered by paragraph (1)(a) or (b); or
  - (b) varying, revoking or suspending such an authorisation; or
  - (c) imposing a particular condition or conditions on the conduct of such activities.

For this purpose, the decision is treated as though it had been made in the exercise of a power conferred by this Act.
- (6) Subsection (1) does not apply to Part 5 (which deals with the Register of Space Objects) or to Part 7 (which deals with investigating accidents and incidents).

## **110 Regulations**

- (1) The Governor-General may make regulations prescribing matters:
  - (a) required or permitted by this Act to be prescribed; or
  - (b) necessary or convenient for carrying out or giving effect to this Act.
- (2) The regulations may make provision for or in relation to a matter by applying, adopting or incorporating (with or without modification) any matter contained in a written instrument or other document, as in force at a particular time or as in force from time to time.

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## **Schedule 1—Convention on International Liability for Damage Caused by Space Objects**

Note: This is the copy of the Convention referred to in the definition of *Liability Convention* in section 8 of this Act.

THE STATES PARTIES TO THIS CONVENTION,

RECOGNISING the common interest of all mankind in furthering the exploration and use of outer space for peaceful purposes,

RECALLING the Treaty on Principles Governing the Activities of States in the Exploration and Use of Outer Space, including the Moon and other Celestial Bodies,

TAKING INTO CONSIDERATION that, notwithstanding the precautionary measures to be taken by States and international intergovernmental organisations involved in the launching of space objects, damage may on occasion be caused by such objects,

RECOGNISING the need to elaborate effective international rules and procedures concerning liability for damage caused by space objects and to ensure, in particular, the prompt payment under the terms of this Convention of a full and equitable measure of compensation to victims of such damage,

BELIEVING that the establishment of such rules and procedures will contribute to the strengthening of international co-operation in the field of the exploration and use of outer space for peaceful purposes,

HAVE AGREED on the following:

### Article I

For the purposes of this Convention:

- (a) The term “damage” means loss of life, personal injury or other impairment of health; or loss of or damage to property of States or of persons, natural or juridical, or property of international intergovernmental organisations;

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- (b) The term “launching” includes attempted launching;
  - (c) The term “launching State” means:
    - (i) a state which launches or procures the launching of a space object;
    - (ii) a State from whose territory or facility a space object is launched;
  - (d) The term “space object” includes component parts of a space object as well as its launch vehicle and parts thereof.

#### Article II

A launching State shall be absolutely liable to pay compensation for damage caused by its space object on the surface of the earth or to aircraft in flight.

#### Article III

In the event of damage being caused elsewhere than on the surface of the earth to a space object of one launching State or to persons or property on board such a space object by a space object of another launching State, the latter shall be liable only if the damage is due to its fault or the fault of persons for whom it is responsible.

#### Article IV

1. In the event of damage being caused elsewhere than on the surface of the earth to a space object of one launching State or to persons or property on board such a space object by a space object of another launching State, and of damage thereby being caused to a third State or to its natural or juridical persons, the first two States shall be jointly and severally liable to the third State, to the extent indicated by the following:

- (a) If the damage has been caused to the third State on the surface of the earth or to aircraft in flight, their liability to the third State shall be absolute;
- (b) If the damage has been caused to a space object of the third State or to persons or property on board that space object elsewhere than on the surface of the earth, their liability to the third State shall be based on the fault of either of the first two States or on the fault of persons for whom either is responsible.

2. In all cases of joint and several liability referred to in paragraph 1 of this Article, the burden of compensation for the damage shall be apportioned between the first two States in accordance with the extent to which they were at fault; if the extent of the fault of each of these States cannot be established, the burden of compensation shall be apportioned equally between them. Such apportionment shall be without prejudice to the right of the third State to seek the entire compensation due under this Convention from any or all of the launching States which are jointly and severally liable.

#### Article V

1. Whenever two or more States jointly launch a space object, they shall be jointly and severally liable for any damage caused.

2. A launching State which has paid compensation for damage shall have the right to present a claim for indemnification to other participants in the joint launching. The participants in a joint launching may conclude agreements regarding the apportioning among themselves of the financial obligation in respect of which they are jointly and severally liable. Such agreements shall be without prejudice to the right of a State sustaining damage to seek the entire compensation due under this Convention from any or all of the launching States which are jointly and severally liable.

3. A State from whose territory or facility a space object is launched shall be regarded as a participant in a joint launching.

#### Article VI

1. Subject to the provisions of paragraph 2 of this Article, exoneration from absolute liability shall be granted to the extent that a launching State establishes that the damage has resulted either wholly or partially from gross negligence or from an act or omission done with intent to cause damage on the part of a claimant State or of natural or juridical persons it represents.

2. No exoneration whatever shall be granted in cases where the damage has resulted from activities conducted by a launching State which are not in conformity with international law including, in particular, the Charter of the United Nations and the Treaty on Principles Governing the Activities of States in the Exploration and Use of Outer Space, including the Moon and other Celestial Bodies.

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#### Article VII

The provisions of this Convention shall not apply to damage caused by a space object of a launching State to:

- (a) nationals of that launching State;
- (b) foreign nationals during such time as they are participating in the operation of that space object from the time of its launching or at any stage thereafter until its descent, or during such time as they are in the immediate vicinity of a planned launching or recovery area as the result of an invitation by that launching State.

#### Article VIII

1. A State which suffers damage, or whose natural or juridical persons suffer damage, may present to a launching State a claim for compensation for such damage.
2. If the State of nationality has not presented a claim, another State may, in respect of damage sustained in its territory by any natural or juridical person, present a claim to a launching State.
3. If neither the State of nationality nor the State in whose territory the damage was sustained has presented a claim or notified its intention of presenting a claim, another State may, in respect of damage sustained by its permanent residents, present a claim to a launching State.

#### Article IX

A claim for compensation for damage shall be presented to a launching State through diplomatic channels. If a State does not maintain diplomatic relations with the launching State concerned, it may request another State to present its claim to that launching State or otherwise represent its interests under this Convention. It may also present its claim through the Secretary-General of the United Nations, provided the claimant State and the launching State are both Members of the United Nations.

Article X

1. A claim for compensation for damage may be presented to a launching State not later than one year following the date of the occurrence of the damage or the identification of the launching State which is liable.
2. If, however, a State does not know of the occurrence of the damage or has not been able to identify the launching State which is liable, it may present a claim within one year following the date on which it learned of the aforementioned facts; however, this period shall in no event exceed one year following the date on which the State could reasonably be expected to have learned of the facts through the exercise of due diligence.
3. The time-limits specified in paragraphs 1 and 2 of this Article shall apply even if the full extent of the damage may not be known. In this event, however, the claimant State shall be entitled to revise the claim and submit additional documentation after the expiration of such time-limits until one year after the full extent of the damage is known.

Article XI

1. Presentation of a claim to a launching State for compensation for damage under this Convention shall not require the prior exhaustion of any local remedies which may be available to a claimant State or to natural or juridical persons it represents.
2. Nothing in this Convention shall prevent a State, or natural or juridical persons it might represent, from pursuing a claim in the courts or administrative tribunals or agencies of a launching State. A State shall not, however, be entitled to present a claim under this Convention in respect of the same damage for which a claim is being pursued in the courts or administrative tribunals or agencies of a launching State or under another international agreement which is binding on the States concerned.

Article XII

The compensation which the launching State shall be liable to pay for damage under this Convention shall be determined in accordance with international law and the principles of justice and equity, in order to provide such reparation in respect of the damage as will restore the person, natural or juridical, State or international organisation on whose behalf the claim is presented to the condition which would have existed if the damage had not occurred.

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Article XIII

Unless the claimant State and the State from which compensation is due under this Convention agree on another form of compensation, the compensation shall be paid in the currency of the claimant State or, if that State so requests, in the currency of the State from which compensation is due.

Article XIV

If no settlement of a claim is arrived at through diplomatic negotiations as provided for in Article IX, within one year from the date on which the claimant State notifies the launching State that it has submitted the documentation of its claim, the parties concerned shall establish a Claims Commission at the request of either party.

Article XV

1. The Claims Commission shall be composed of three members: one appointed by the claimant State, one appointed by the launching State and the third member, the Chairman, to be chosen by both parties jointly. Each party shall make its appointment within two months of the request for the establishment of the Claims Commission.
2. If no agreement is reached on the choice of the Chairman within four months of the request for the establishment of the Commission, either party may request the Secretary-General of the United Nations to appoint the Chairman within a further period of two months.

Article XVI

1. If one of the parties does not make its appointment within the stipulated period, the Chairman shall, at the request of the other party, constitute a single-member Claims Commission.
2. Any vacancy which may arise in the Commission for whatever reason shall be filled by the same procedure adopted for the original appointment.
3. The Commission shall determine its own procedure.
4. The Commission shall determine the place or places where it shall sit and all other administrative matters.

5. Except in the case of decisions and awards by a single-member Commission, all decisions and awards of the Commission shall be by majority vote.

Article XVII

No increase in the membership of the Claims Commission shall take place by reason of two or more claimant States or launching States being joined in any one proceeding before the Commission. The claimant States so joined shall collectively appoint one member of the Commission in the same manner and subject to the same conditions as would be the case for a single claimant State. When two or more launching States are so joined, they shall collectively appoint one member of the Commission in the same way. If the claimant States or the launching States do not make the appointment within the stipulated period, the Chairman shall constitute a single-member Commission.

Article XVIII

The Claims Commission shall decide the merits of the claim for compensation and determine the amount of compensation payable, if any.

Article XIX

1. The Claims Commission shall act in accordance with the provisions of Article XII.
2. The decision of the Commission shall be final and binding if the parties have so agreed; otherwise the Commission shall render a final and recommendatory award, which the parties shall consider in good faith. The Commission shall state the reasons for its decision or award.
3. The Commission shall give its decision or award as promptly as possible and no later than one year from the date of its establishment, unless an extension of this period is found necessary by the Commission.
4. The Commission shall make its decision or award public. It shall deliver a certified copy of its decision or award to each of the parties and to the Secretary-General of the United Nations.

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Article XX

The expenses in regard to the Claims Commission shall be borne equally by the parties, unless otherwise decided by the Commission.

Article XXI

If the damage caused by a space object presents a large-scale danger to human life or seriously interferes with the living conditions of the population or the functioning of vital centres, the States Parties, and in particular the launching State, shall examine the possibility of rendering appropriate and rapid assistance to the State which has suffered the damage, when it so requests. However, nothing in this Article shall affect the rights or obligations of the States Parties under this Convention.

Article XXII

1. In this Convention, with the exception of Articles XXIV to XXVII, references to States shall be deemed to apply to any international intergovernmental organisation which conducts space activities if the organisation declares its acceptance of the rights and obligations provided for in this Convention and if a majority of the States members of the organisation are State Parties to this Convention and 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.

2. States members of any such organisation which are States Parties to this Convention shall take all appropriate steps to ensure that the organisation makes a declaration in accordance with the preceding paragraph.

3. If an international intergovernmental organisation is liable for damage by virtue of the provisions of this Convention, that organisation and those of its members which are States Parties to this Convention shall be jointly and severally liable; provided, however, that:

- (a) any claim for compensation in respect of such damage shall be first presented to the organisation;
- (b) only where the organisation has not paid, within a period of six months, any sum agreed or determined to be due as compensation for such damage, may the claimant State invoke the liability of the members which are States Parties to this Convention for the payment of that sum.

4. Any claim, pursuant to the provisions of this Convention, for compensation in respect of damage caused to an organisation which has made a declaration in accordance with paragraph 1 of this Article shall be presented by a State member of the organisation which is a State Party to this Convention.

#### Article XXIII

1. The provisions of this Convention shall not affect other international agreements in force in so far as relations between the States Parties to such agreements are concerned.

2. No provision of this Convention shall prevent States from concluding international agreements reaffirming, supplementing or extending its provisions.

#### Article XXIV

1. This Convention shall be open to all States for signature. Any State which does not sign this Convention before its entry into force in accordance with paragraph 3 of this Article may accede to it at any time.

2. This Convention shall be subject to ratification by signatory States. Instruments of ratification and instruments of accession shall be deposited with the Governments of the United Kingdom of Great Britain and Northern Ireland, the Union of Soviet Socialist Republics and the United States of America, which are hereby designated the Depositary Governments.

3. This Convention shall enter into force on the deposit of the fifth instrument of ratification.

4. For States whose instruments of ratification or accession are deposited subsequent to the entry into force of this Convention, it shall enter into force on the date of the deposit of their instruments of ratification or accession.

5. The Depositary Governments shall promptly inform all signatory and acceding States of the date of each signature, the date of deposit of each instrument of ratification of and accession to this Convention, the date of its entry into force and other notices.

6. This Convention shall be registered by the Depositary Governments pursuant to Article 102 of the Charter of the United Nations.

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Article XXV

Any State Party to this Convention may propose amendments to this Convention. Amendments shall enter into force for each State Party to the Convention accepting the amendments upon their acceptance by a majority of the States Parties to the Convention and thereafter for each remaining State Party on the date of acceptance by it.

Article XXVI

Ten years after the entry into force of this Convention, the question of the review of this Convention shall be included in the provisional agenda of the United Nations General Assembly in order to consider, in the light of past application of the Convention, whether it requires revision. However, at any time after the Convention has been in force for five years, and at the request of one third of the States Parties to the Convention, and with the concurrence of the majority of the States Parties, a conference of the States Parties shall be convened to review this Convention

Article XXVII

Any State Party to this Convention may give notice of its withdrawal from the Convention one year after its entry into force by written notification to the Depositary Governments. Such withdrawal shall take effect one year from the date of receipt of this notification.

Article XXVIII

This Convention, of which the English, Russian, French, Spanish and Chinese texts are equally authentic, shall be deposited in the archives of the Depositary Governments. Duly certified copies of this Convention shall be transmitted by the Depositary Governments to the Governments of the signatory and acceding States.

IN WITNESS WHEREOF the undersigned, duly authorised thereto, have signed this Convention.

DONE in triplicate, at the cities of London, Moscow and Washington, this twenty-ninth day of March, one thousand nine hundred and seventy-two.

[Signatures omitted]

## Schedule 2—Convention on Registration of Objects Launched into Outer Space

Note: This is the copy of the Convention referred to in the definition of *Registration Convention* in section 8 of this Act.

THE STATES PARTIES TO THIS CONVENTION,

RECOGNIZING the common interest of all mankind in furthering the exploration and use of outer space for peaceful purposes,

RECALLING that the Treaty on principles governing the activities of States in the exploration and use of outer space, including the moon and other celestial bodies of 27 January 1967 affirms that States shall bear international responsibility for their national activities in outer space and refers to the State on whose registry an object launched into outer space is carried,

RECALLING also that the Agreement on the rescue of astronauts, the return of astronauts and the return of objects launched into outer space of 22 April 1968 provides that a launching authority shall, upon request, furnish identifying data prior to the return of an object it has launched into outer space found beyond the territorial limits of the launching authority,

RECALLING further that the Convention on international liability for damage caused by space objects of 29 March 1972 establishes international rules and procedures concerning the liability of launching States for damage caused by their space objects,

DESIRING, in the light of the Treaty on principles governing the activities of States in the exploration and use of outer space, including the moon and other celestial bodies, to make provision for the national registration by launching States of space objects launched into outer space,

DESIRING further that a central register of objects launched into outer space be established and maintained, on a mandatory basis, by the Secretary-General of the United Nations,

DESIRING also to provide for States Parties additional means and procedures to assist in the identification of space objects,

BELIEVING that a mandatory system of registering objects launched into outer space would, in particular, assist in their identification and would contribute to the application and development of international law governing the exploration and use of outer space,

HAVE AGREED on the following:

#### Article I

For the purposes of this Convention:

- (a) The term “launching State” means:
  - (i) A State which launches or procures the launching of a space object;
  - (ii) A State from whose territory or facility a space object is launched;
- (b) The term “space object” includes component parts of a space object as well as its launch vehicle and parts thereof;
- (c) The term “State of registry” means a launching State on whose registry a space object is carried in accordance with article II.

#### Article II

1. When a space object is launched into earth orbit or beyond, the launching State shall register the space object by means of an entry in an appropriate registry which it shall maintain. Each launching State shall inform the Secretary-General of the United Nations of the establishment of such a registry.

2. Where there are two or more launching States in respect of any such space object, they shall jointly determine which one of them shall register the object in accordance with paragraph 1 of this article, bearing in mind the provisions of article VIII of the Treaty on principles governing the activities of States in the exploration and use of outer space, including the moon and other celestial bodies, and without prejudice to appropriate agreements concluded or to be concluded among the launching States on jurisdiction and control over the space object and over any personnel thereof.

3. The contents of each registry and the conditions under which it is maintained shall be determined by the State of registry concerned.

#### Article III

1. The Secretary-General of the United Nations shall maintain a Register in which the information furnished in accordance with article IV shall be recorded.

2. There shall be full and open access to the information in this Register.

#### Article IV

1. Each State of registry shall furnish to the Secretary-General of the United Nations, as soon as practicable, the following information concerning each space object carried on its registry:

- (a) Name of launching State or States;
- (b) An appropriate designator of the space object or its registration number;
- (c) Date and territory or location of launch;
- (d) Basic orbital parameters, including:
  - (i) Nodal period,
  - (ii) Inclination,
  - (iii) Apogee,
  - (iv) Perigee;
- (e) General function of the space object.

2. Each State of registry may, from time to time, provide the Secretary-General of the United Nations with additional information concerning a space object carried on its registry.

3. Each State of registry shall notify the Secretary-General of the United Nations, to the greatest extent feasible and as soon as practicable, of space objects concerning which it has previously transmitted information, and which have been but no longer are in earth orbit.

#### Article V

Whenever a space object launched into earth orbit or beyond is marked with the designator or registration number referred to in article IV, paragraph 1(b), or both, the State of registry shall notify the Secretary-General of this fact when submitting the information regarding the space object in accordance with article IV. In such case, the Secretary-General of the United Nations shall record this notification in the Register.

#### Article VI

Where the application of the provisions of this Convention has not enabled a State Party to identify a space object which has caused damage to it or to any of its natural or juridical persons, or which may be of a hazardous or deleterious nature, other States Parties, including in particular States possessing space monitoring and tracking facilities, shall respond to the greatest extent feasible to a request by that State Party, or transmitted through the Secretary-General on its behalf, for assistance under equitable and reasonable conditions in the identification of the object. A State Party making such a request shall, to the greatest extent feasible, submit information as to the time, nature and circumstances of the events giving rise to the request. Arrangements under which such assistance shall be rendered shall be the subject of agreement between the parties concerned.

#### Article VII

1. In this Convention, with the exception of articles VIII to XII inclusive, references to States shall be deemed to apply to any international intergovernmental organization which conducts space activities if the organization declares its acceptance of the rights and obligations provided for in this Convention and if a majority of the States members of the organization are States Parties to this Convention and 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.

2. States members of any such organization which are States Parties to this Convention shall take all appropriate steps to ensure that the organization makes a declaration in accordance with paragraph 1 of this article.

#### Article VIII

1. This Convention shall be open for signature by all States at United Nations Headquarters in New York. Any State which does not sign this Convention before its entry into force in accordance with paragraph 3 of this article may accede to it at any time.
2. This Convention shall be subject to ratification by signatory States. Instruments of ratification and instruments of accession shall be deposited with the Secretary-General of the United Nations.
3. This Convention shall enter into force among the States which have deposited instruments of ratification on the deposit of the fifth such instrument with the Secretary-General of the United Nations.
4. For States whose instruments of ratification or accession are deposited subsequent to the entry into force of this Convention, it shall enter into force on the date of the deposit of their instruments of ratification or accession.
5. The Secretary-General shall promptly inform all signatory and acceding States of the date of each signature, the date of deposit of each instrument of ratification of and accession to this Convention, the date of its entry into force and other notices.

#### Article IX

Any State Party to this Convention may propose amendments to the Convention. Amendments shall enter into force for each State Party to the Convention accepting the amendments upon their acceptance by a majority of the States Parties to the Convention and thereafter for each remaining State Party to the Convention on the date of acceptance by it.

#### Article X

Ten years after the entry into force of this Convention, the question of the review of the Convention shall be included in the provisional agenda of the United Nations General Assembly in order to consider, in the light of past application of the Convention, whether it requires revision. However, at any time after the Convention has been in force for five years, at the request of one third of the States Parties to the Convention and with the concurrence of the majority of the States Parties, a conference of the States Parties shall be convened to review this Convention. Such review shall take into account in

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particular any relevant technological developments, including those relating to the identification of space objects.

Article XI

Any State Party to this Convention may give notice of its withdrawal from the Convention one year after its entry into force by written notification to the Secretary-General of the United Nations. Such withdrawal shall take effect one year from the date of receipt of this notification.

Article XII

The original of this Convention, of which the Arabic, Chinese, English, French, Russian and Spanish texts are equally authentic, shall be deposited with the Secretary-General of the United Nations, who shall send certified copies thereof to all signatory and acceding States.

IN WITNESS WHEREOF the undersigned, being duly authorized thereto by their respective Governments, have signed this Convention, opened for signature at New York on the fourteenth day of January one thousand nine hundred and seventy-five.

[Signatures omitted]

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## **Schedule 3—Treaty on Principles Governing the Activities of States in the Exploration and Use of Outer Space, including the Moon and other Celestial Bodies**

Note: This is the copy of the Treaty referred to in paragraph (c) of the definition of *UN Space Treaties* in section 8 of this Act.

THE STATES PARTIES TO THIS TREATY,

INSPIRED by the great prospects opening up before mankind as a result of man's entry into outer space,

RECOGNIZING the common interest of all mankind in the progress of the exploration and use of outer space for peaceful purposes,

BELIEVING that the exploration and use of outer space should be carried on for the benefit of all peoples irrespective of the degree of their economic or scientific development,

DESIRING to contribute to broad international cooperation in the scientific as well as the legal aspects of the exploration and use of outer space for peaceful purposes,

BELIEVING that such cooperation will contribute to the development of mutual understanding and to the strengthening of friendly relations between States and peoples,

RECALLING resolution 1962(XVIII), entitled "Declaration of Legal Principles Governing the Activities of States in the Exploration and Use of Outer Space", which was adopted unanimously by the United Nations General Assembly on 13 December 1963,

RECALLING resolution 1884(XVIII), calling upon States to refrain from placing in orbit around the earth any objects carrying nuclear weapons or any other kinds of weapons of mass destruction or from installing such weapons on

celestial bodies, which was adopted unanimously by the United Nations General Assembly on 17 October 1963,

TAKING ACCOUNT of United Nations General Assembly resolution 110(II) of 3 November 1947, which condemned propaganda designed or likely to provoke or encourage any threat to the peace, breach of the peace or act of aggression, and considering that the aforementioned resolution is applicable to outer space,

CONVINCED that a Treaty on Principles Governing the Activities of States in the Exploration and Use of Outer Space, including the Moon and other Celestial Bodies, will further the Purposes and Principles of the Charter of the United Nations,

HAVE AGREED on the following:

#### Article I

The exploration and use of outer space, including the moon and other celestial bodies, shall be carried out for the benefit and in the interests of all countries, irrespective of their degree of economic or scientific development, and shall be the province of all mankind.

Outer space, including the moon and other celestial bodies, shall be free for exploration and use by all States without discrimination of any kind, on a basis of equality and in accordance with international law, and there shall be free access to all areas of celestial bodies.

There shall be freedom of scientific investigation in outer space, including the moon and other celestial bodies, and States shall facilitate and encourage international cooperation in such investigation.

#### Article II

Outer space, including the moon and other celestial bodies, is not subject to national appropriation by claim of sovereignty, by means of use or occupation, or by any other means.

### Article III

States Parties to the Treaty shall carry on activities in the exploration and use of outer space, including the moon and other celestial bodies, in accordance with international law, including the Charter of the United Nations, in the interest of maintaining international peace and security and promoting international cooperation and understanding.

### Article IV

States Parties to the Treaty undertake not to place in orbit around the Earth any objects carrying nuclear weapons or any other kinds of weapons of mass destruction, install such weapons on celestial bodies, or station such weapons in outer space in any other manner.

The moon and other celestial bodies shall be used by all States Parties to the Treaty exclusively for peaceful purposes. The establishment of military bases, installations and fortifications, the testing of any type of weapons and the conduct of military manoeuvres on celestial bodies shall be forbidden. The use of military personnel for scientific research or for any other peaceful purposes shall not be prohibited. The use of any equipment or facility necessary for peaceful exploration of the moon and other celestial bodies shall also not be prohibited.

### Article V

States Parties to the Treaty shall regard astronauts as envoys of mankind in outer space and shall render to them all possible assistance in the event of accident, distress, or emergency landing on the territory of another State Party or on the high seas. When astronauts make such a landing, they shall be safely and promptly returned to the State of registry of their space vehicle.

In carrying on activities in outer space and on celestial bodies, the astronauts of one State Party shall render all possible assistance to the astronauts of other States Parties.

States Parties to the Treaty shall immediately inform the other States Parties to the Treaty or the Secretary-General of the United Nations of any phenomena they discover in outer space, including the moon and other celestial bodies, which could constitute a danger to the life or health of astronauts.

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#### Article VI

States Parties to the Treaty shall bear international responsibility for national activities in outer space, including the moon and other celestial bodies, whether such activities are carried on by governmental agencies or by non-governmental entities, and for assuring that national activities are carried out in conformity with the provisions set forth in the present Treaty. The activities of non-governmental entities in outer space, including the moon and other celestial bodies, shall require authorization and continuing supervision by the appropriate State Party to the Treaty. When activities are carried on in outer space, including the moon and other celestial bodies, by an international organization, responsibility for compliance with this Treaty shall be borne both by the international organization and by the States Parties to the Treaty participating in such organization.

#### Article VII

Each State Party to the Treaty that launches or procures the launching of an object into outer space, including the moon and other celestial bodies, and each State Party from whose territory or facility an object is launched, is internationally liable for damage to another State Party to the Treaty or to its natural or juridical persons by such object or its component parts on the Earth, in air space or in outer space, including the moon and other celestial bodies.

#### Article VIII

A State Party to the Treaty on whose registry an object launched into outer space is carried shall retain jurisdiction and control over such object, and over any personnel thereof, while in outer space or on a celestial body. Ownership of objects launched into outer space, including objects landed or constructed on a celestial body, and of their component parts, is not affected by their presence in outer space or on a celestial body or by their return to the Earth. Such objects or component parts found beyond the limits of the State Party to the Treaty on whose registry they are carried shall be returned to that State Party, which shall, upon request, furnish identifying data prior to their return.

#### Article IX

In the exploration and use of outer space, including the moon and other celestial bodies, States Parties to the Treaty shall be guided by the principle of cooperation and mutual assistance and shall conduct all their activities in outer

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space, including the moon and other celestial bodies, with due regard to the corresponding interests of all other States Parties to the Treaty. States Parties to the Treaty shall pursue studies of outer space, including the moon and other celestial bodies, and conduct exploration of them so as to avoid their harmful contamination and also adverse changes in the environment of the Earth resulting from the introduction of extraterrestrial matter and, where necessary, shall adopt appropriate measures for this purpose. If a State Party to the Treaty has reason to believe that an activity or experiment planned by it or its nationals in outer space, including the moon and other celestial bodies, would cause potentially harmful interference with activities of other States Parties in the peaceful exploration and use of outer space, including the moon and other celestial bodies, it shall undertake appropriate international consultations before proceeding with any such activity or experiment. A State Party to the Treaty which has reason to believe that an activity or experiment planned by another State Party in outer space, including the moon and other celestial bodies, would cause potentially harmful interference with activities in the peaceful exploration and use of outer space, including the moon and other celestial bodies, may request consultation concerning the activity or experiment.

#### Article X

In order to promote international cooperation in the exploration and use of outer space, including the moon and other celestial bodies, in conformity with the purposes of this Treaty, the States Parties to the Treaty shall consider on a basis of equality any requests by other States Parties to the Treaty to be afforded an opportunity to observe the flight of space objects launched by those States.

The nature of such an opportunity for observation and the conditions under which it could be afforded shall be determined by agreement between the States concerned.

#### Article XI

In order to promote international cooperation in the peaceful exploration and use of outer space, States Parties to the Treaty conducting activities in outer space, including the moon and other celestial bodies, agree to inform the Secretary-General of the United Nations as well as the public and the international scientific community, to the greatest extent feasible and practicable, of the nature, conduct, locations and results of such activities. On receiving the said information, the Secretary-General of the United Nations should be prepared to disseminate it immediately and effectively.

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#### Article XII

All stations, installations, equipment and space vehicles on the moon and other celestial bodies shall be open to representatives of other States Parties to the Treaty on a basis of reciprocity. Such representatives shall give reasonable advance notice of a projected visit, in order that appropriate consultations may be held and that maximum precautions may be taken to assure safety and to avoid interference with normal operations in the facility to be visited.

#### Article XIII

The provisions of this Treaty shall apply to the activities of States Parties to the Treaty in the exploration and use of outer space, including the moon and other celestial bodies, whether such activities are carried on by a single State Party to the Treaty or jointly with other States, including cases where they are carried on within the framework of international inter-governmental organizations.

Any practical questions arising in connexion with activities carried on by international inter-governmental organizations in the exploration and use of outer space, including the moon and other celestial bodies, shall be resolved by the States Parties to the Treaty either with the appropriate international organization or with one or more States members of that international organization, which are Parties to this Treaty.

#### Article XIV

1. This Treaty shall be open to all States for signature. Any State which does not sign this Treaty before its entry into force in accordance with paragraph 3 of this Article may accede to it at any time.
2. This Treaty shall be subject to ratification by signatory States. Instruments of ratification and instruments of accession shall be deposited with the Governments of the Union of Soviet Socialist Republics, the United Kingdom of Great Britain and Northern Ireland and the United States of America, which are hereby designated the Depositary Governments.
3. This Treaty shall enter into force upon the deposit of instruments of ratification by five Governments including the Governments designated as Depositary Governments under this Treaty.

4. For States whose instruments of ratification or accession are deposited subsequent to the entry into force of this Treaty, it shall enter into force on the date of the deposit of their instruments of ratification or accession.

5. The Depositary Governments shall promptly inform all signatory and acceding States of the date of each signature, the date of deposit of each instrument of ratification of and accession to this Treaty, the date of its entry into force and other notices.

6. This Treaty shall be registered by the Depositary Governments pursuant to Article 102 of the Charter of the United Nations.

#### Article XV

Any State Party to the Treaty may propose amendments to this Treaty. Amendments shall enter into force for each State Party to the Treaty accepting the amendments upon their acceptance by a majority of the States Parties to the Treaty and thereafter for each remaining State Party to the Treaty on the date of acceptance by it.

#### Article XVI

Any State Party to the Treaty may give notice of its withdrawal from the Treaty one year after its entry into force by written notification to the Depositary Governments. Such withdrawal shall take effect one year from the date of receipt of this notification.

#### Article XVII

This Treaty, of which the English, Russian, French, Spanish and Chinese texts are equally authentic, shall be deposited in the archives of the Depositary Governments. Duly certified copies of this Treaty shall be transmitted by the Depositary Governments to the Governments of the signatory and acceding States.

IN WITNESS WHEREOF the undersigned, duly authorized, have signed this Treaty.

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DONE in triplicate, at the cities of London, Moscow and Washington, the  
twenty-seventh day of January, one thousand nine hundred and sixty-seven.  
[Signatures omitted]

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## **Schedule 4—Agreement Governing the Activities of States on the Moon and other Celestial Bodies**

Note: This is the copy of the Agreement referred to in paragraph (d) of the definition of *UN Space Treaties* in section 8 of this Act.

THE STATES PARTIES TO THIS AGREEMENT,

NOTING the achievements of States in the exploration and use of the moon and other celestial bodies,

RECOGNIZING that the moon, as a natural satellite of the earth, has an important role to play in the exploration of outer space,

DETERMINED to promote on the basis of equality the further development of co-operation among States in the exploration and use of the moon and other celestial bodies,

DESIRING to prevent the moon from becoming an area of international conflict,

BEARING IN MIND the benefits which may be derived from the exploitation of the natural resources of the moon and other celestial bodies,

RECALLING the Treaty on Principles Governing the Activities of States in the Exploration and Use of Outer Space, including the Moon and Other Celestial Bodies, the Agreement on the Rescue of Astronauts, the Return of Astronauts and the Return of Objects Launched into Outer Space, the Convention on International Liability for Damage Caused by Space Objects, and the Convention on Registration of Objects Launched into Outer Space,

TAKING INTO ACCOUNT the need to define and develop the provisions of these international instruments in relation to the moon and other celestial bodies, having regard to further progress in the exploration and use of outer space,

Have agreed on the following:

### Article 1

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1. The provisions of this Agreement relating to the moon shall also apply to other celestial bodies within the solar system, other than the earth, except in so far as specific legal norms enter into force with respect to any of these celestial bodies.
  2. For the purposes of this Agreement reference to the moon shall include orbits around or other trajectories to or around it.
  3. This Agreement does not apply to extraterrestrial materials which reach the surface of the earth by natural means.

#### Article 2

All activities on the moon, including its exploration and use, shall be carried out in accordance with international law, in particular the Charter of the United Nations, and taking into account the Declaration on Principles of International Law concerning Friendly Relations and Co-operation among States in accordance with the Charter of the United Nations, adopted by the General Assembly on 24 October 1970, in the interests of maintaining international peace and security and promoting international co-operation and mutual understanding, and with due regard to the corresponding interests of all other States Parties.

#### Article 3

1. The moon shall be used by all States Parties exclusively for peaceful purposes.
2. Any threat or use of force or any other hostile act or threat of hostile act on the moon is prohibited. It is likewise prohibited to use the moon in order to commit any such act or to engage in any such threat in relation to the earth, the moon, spacecraft, the personnel of spacecraft or man-made space objects.
3. States Parties shall not place in orbit around or other trajectory to or around the moon objects carrying nuclear weapons or any other kinds of weapons of mass destruction or place or use such weapons on or in the moon.
4. The establishment of military bases, installations and fortifications, the testing of any type of weapons and the conduct of military manoeuvres on the moon shall be forbidden. The use of military personnel for scientific research or for any other peaceful purposes shall not be prohibited. The use of any

equipment or facility necessary for peaceful exploration and use of the moon shall also not be prohibited.

#### Article 4

1. The exploration and use of the moon shall be the province of all mankind and shall be carried out for the benefit and in the interests of all countries, irrespective of their degree of economic or scientific development. Due regard shall be paid to the interests of present and future generations as well as to the need to promote higher standards of living and conditions of economic and social progress and development in accordance with the Charter of the United Nations.

2. States Parties shall be guided by the principle of co-operation and mutual assistance in all their activities concerning the exploration and use of the moon. International co-operation in pursuance of this Agreement should be as wide as possible and may take place on a multilateral basis, on a bilateral basis or through international intergovernmental organizations.

#### Article 5

1. States Parties shall inform the Secretary-General of the United Nations as well as the public and the international scientific community, to the greatest extent feasible and practicable, of their activities concerned with the exploration and use of the moon. Information on the time, purposes, locations, orbital parameters and duration shall be given in respect of each mission to the moon as soon as possible after launching, while information on the results of each mission, including scientific results, shall be furnished upon completion of the mission. In the case of a mission lasting more than sixty days, information on conduct of the mission, including any scientific results, shall be given periodically at thirty days' intervals. For missions lasting more than six months, only significant additions to such information need be reported thereafter.

2. If a State Party becomes aware that another State Party plans to operate simultaneously in the same area of or in the same orbit around or trajectory to or around the moon, it shall promptly inform the other State of the timing of and plans for its own operations.

3. In carrying out activities under this Agreement, States Parties shall promptly inform the Secretary-General, as well as the public and the international scientific community, of any phenomena they discover in outer

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space, including the moon, which could endanger human life or health, as well as of any indication of organic life.

#### Article 6

1. There shall be freedom of scientific investigation on the moon by all States Parties without discrimination of any kind, on the basis of equality and in accordance with international law.
2. In carrying out scientific investigations and in furtherance of the provisions of this Agreement, the States Parties shall have the right to collect on and remove from the moon samples of its mineral and other substances. Such samples shall remain at the disposal of those States Parties which caused them to be collected and may be used by them for scientific purposes. States Parties shall have regard to the desirability of making a portion of such samples available to other interested States Parties and the international scientific community for scientific investigation. States Parties may in the course of scientific investigations also use mineral and other substances of the moon in quantities appropriate for the support of their missions.
3. States Parties agree on the desirability of exchanging scientific and other personnel on expeditions to or installations on the moon to the greatest extent feasible and practicable.

#### Article 7

1. In exploring and using the moon, States Parties shall take measures to prevent the disruption of the existing balance of its environment whether by introducing adverse changes in that environment, by its harmful contamination through the introduction of extra-environmental matter or otherwise. States Parties shall also take measures to avoid harmfully affecting the environment of the earth through the introduction of extraterrestrial matter or otherwise.
2. States Parties shall inform the Secretary-General of the United Nations of the measures being adopted by them in accordance with paragraph 1 of this article and shall also, to the maximum extent feasible, notify him in advance of all placements by them of radio-active materials on the moon and of the purposes of such placements.
3. States Parties shall report to other States Parties and to the Secretary-General concerning areas of the moon having special scientific interest in order that, without prejudice to the rights of other States Parties,

consideration may be given to the designation of such areas as international scientific preserves for which special protective arrangements are to be agreed upon in consultation with the competent bodies of the United Nations.

#### Article 8

1. States Parties may pursue their activities in the exploration and use of the moon anywhere on or below its surface, subject to the provisions of this Agreement.
2. For these purposes States Parties may, in particular:
  - (a) Land their space objects on the moon and launch them from the moon;
  - (b) Place their personnel, space vehicles, equipment, facilities, stations and installations anywhere on or below the surface of the moon. Personnel, space vehicles, equipment, facilities, stations and installations may move or be moved freely over or below the surface of the moon.
3. Activities of States Parties in accordance with paragraphs 1 and 2 of this article shall not interfere with the activities of other States Parties on the moon. Where such interference may occur, the States Parties concerned shall undertake consultations in accordance with article 15, paragraphs 2 and 3 of this Agreement.

#### Article 9

1. States Parties may establish manned and unmanned stations on the moon. A State Party establishing a station shall use only that area which is required for the needs of the station and shall immediately inform the Secretary-General of the United Nations of the location and purposes of that station. Subsequently, at annual intervals that State shall likewise inform the Secretary-General whether the station continues in use and whether its purposes have changed.
  2. Stations shall be installed in such a manner that they do not impede the free access to all areas of the moon by personnel, vehicles and equipment of other States Parties conducting activities on the moon in accordance with the provisions of this Agreement or of article I of the Treaty on Principles Governing the Activities of States in the Exploration and Use of Outer Space, including the Moon and Other Celestial Bodies.
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Article 10

1. States Parties shall adopt all practicable measures to safeguard the life and health of persons on the moon. For this purpose they shall regard any person on the moon as an astronaut within the meaning of article V of the Treaty on Principles Governing the Activities of States in the Exploration and Use of Outer Space, including the Moon and Other Celestial Bodies and as part of the personnel of a spacecraft within the meaning of the Agreement on the Rescue of Astronauts, the Return of Astronauts and the Return of Objects Launched into Outer Space.

2. States Parties shall offer shelter in their stations, installations, vehicles and other facilities to persons in distress on the moon.

Article 11

1. The moon and its natural resources are the common heritage of mankind, which finds its expression in the provisions of this Agreement and in particular in paragraph 5 of this article.

2. The moon is not subject to national appropriation by any claim of sovereignty, by means of use or occupation, or by any other means.

3. Neither the surface nor the subsurface of the moon, nor any part thereof or natural resources in place, shall become the property of any State, international intergovernmental or non-governmental organization, national organization or non-governmental entity or of any natural person. The placement of personnel, space vehicles, equipment, facilities, stations and installations on or below the surface of the moon, including structures connected with its surface or subsurface, shall not create a right of ownership over the surface or the subsurface of the moon or any areas thereof. The foregoing provisions are without prejudice to the international regime referred to in paragraph 5 of this article.

4. States Parties have the right to exploration and use of the moon without discrimination of any kind, on the basis of equality and in accordance with international law and the terms of this Agreement.

5. States Parties to this Agreement hereby undertake to establish an international regime, including appropriate procedures, to govern the exploitation of the natural resources of the moon as such exploitation is about to

become feasible. This provision shall be implemented in accordance with article 18 of this Agreement.

6. In order to facilitate the establishment of the international regime referred to in paragraph 5 of this article, States Parties shall inform the Secretary-General of the United Nations as well as the public and the international scientific community, to the greatest extent feasible and practicable, of any natural resources they may discover on the moon.

7. The main purposes of the international regime to be established shall include:

- (a) The orderly and safe development of the natural resources of the moon;
- (b) The rational management of those resources;
- (c) The expansion of opportunities in the use of those resources;
- (d) An equitable sharing by all States Parties in the benefits derived from those resources, whereby the interests and needs of the developing countries, as well as the efforts of those countries which have contributed either directly or indirectly to the exploration of the moon, shall be given special consideration.

8. All the activities with respect to the natural resources of the moon shall be carried out in a manner compatible with the purposes specified in paragraph 7 of this article and the provisions of article 6, paragraph 2, of this Agreement.

#### Article 12

1. States Parties shall retain jurisdiction and control over their personnel, vehicles, equipment, facilities, stations and installations on the moon. The ownership of space vehicles, equipment, facilities, stations and installations shall not be affected by their presence on the moon.

2. Vehicles, installations and equipment or their component parts found in places other than their intended location shall be dealt with in accordance with article 5 of the Agreement on Rescue of Astronauts, the Return of Astronauts and the Return of Objects Launched into Outer Space.

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3. In the event of an emergency involving a threat to human life, States Parties may use the equipment, vehicles, installations, facilities or supplies of other States Parties on the moon. Prompt notification of such use shall be made to the Secretary-General of the United Nations or the State Party concerned.

#### Article 13

A State Party which learns of the crash landing, forced landing or other unintended landing on the moon of a space object, or its component parts, that were not launched by it, shall promptly inform the launching State Party and the Secretary-General of the United Nations.

#### Article 14

1. States Parties to this Agreement shall bear international responsibility for national activities on the moon, whether such activities are carried on by governmental agencies or by non-governmental entities, and for assuring that national activities are carried out in conformity with the provisions set forth in this Agreement. States Parties shall ensure that non-governmental entities under their jurisdiction shall engage in activities on the moon only under the authority and continuing supervision of the appropriate State Party.

2. States Parties recognize that detailed arrangements concerning liability for damage caused on the moon, in addition to the provisions of the Treaty on Principles Governing the Activities of States in the Exploration and Use of Outer Space, including the Moon and Other Celestial Bodies and the Convention on International Liability for Damage Caused by Space Objects, may become necessary as a result of more extensive activities on the moon. Any such arrangements shall be elaborated in accordance with the procedure provided for in article 18 of this Agreement.

#### Article 15

1. Each State Party may assure itself that the activities of other States Parties in the exploration and use of the moon are compatible with the provisions of this Agreement. To this end, all space vehicles, equipment, facilities, stations and installations on the moon shall be open to other States Parties. Such States Parties shall give reasonable advance notice of a projected visit, in order that appropriate consultations may be held and that maximum precautions may be taken to assure safety and to avoid interference with normal operations in the facility to be visited. In pursuance of this article, any State Party may act on its own behalf or with the full or partial assistance of any other

State Party or through appropriate international procedures within the framework of the United Nations and in accordance with the Charter.

2. A State Party which has reason to believe that another State Party is not fulfilling the obligations incumbent upon it pursuant to this Agreement or that another State Party is interfering with the rights which the former State has under this Agreement may request consultations with that State Party. A State Party receiving such a request shall enter into such consultations without delay. Any other State Party which requests to do so shall be entitled to take part in the consultations. Each State Party participating in such consultations shall seek a mutually acceptable resolution of any controversy and shall bear in mind the rights and interests of all States Parties. The Secretary-General of the United Nations shall be informed of the results of the consultations and shall transmit the information received to all States Parties concerned.

3. If the consultations do not lead to a mutually acceptable settlement which has due regard for the rights and interests of all States Parties, the parties concerned shall take all measures to settle the dispute by other peaceful means of their choice appropriate to the circumstances and the nature of the dispute. If difficulties arise in connexion with the opening of consultations or if consultations do not lead to a mutually acceptable settlement, any State Party may seek the assistance of the Secretary-General, without seeking the consent of any other State Party concerned, in order to resolve the controversy. A State Party which does not maintain diplomatic relations with another State Party concerned shall participate in such consultations, at its choice, either itself or through another State Party or the Secretary-General as intermediary.

#### Article 16

With the exception of articles 17 to 21, references in this Agreement to States shall be deemed to apply to any international intergovernmental organization which conducts space activities if the organization declares its acceptance of the rights and obligations provided for in this Agreement and if a majority of the States members of the organization are States Parties to this Agreement and 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. States members of any such organization which are States Parties to this Agreement shall take all appropriate steps to ensure that the organization makes a declaration in accordance with the foregoing.

#### Article 17

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Any State Party to this Agreement may propose amendments to the Agreement. Amendments shall enter into force for each State Party to the Agreement accepting the amendments upon their acceptance by a majority of the States Parties to the Agreement and thereafter for each remaining State Party to the Agreement on the date of acceptance by it.

Article 18

Ten years after the entry into force of this Agreement, the question of the review of the Agreement shall be included in the provisional agenda of the General Assembly of the United Nations in order to consider, in the light of past application of the Agreement, whether it requires revision. However, at any time after the Agreement has been in force for five years, the Secretary-General of the United Nations, as depository, shall, at the request of one third of the States Parties to the Agreement and with the concurrence of the majority of the States Parties, convene a conference of the States Parties to review this Agreement. A review conference shall also consider the question of the implementation of the provisions of article 11, paragraph 5, on the basis of the principle referred to in paragraph 1 of that article and taking into account in particular any relevant technological developments.

Article 19

1. This Agreement shall be open for signature by all States at United Nations Headquarters in New York.
2. This agreement shall be subject to ratification by signatory States. Any State which does not sign this Agreement before its entry into force in accordance with paragraph 3 of this article may accede to it at any time. Instruments of ratification or accession shall be deposited with the Secretary-General of the United Nations.
3. This Agreement shall enter into force on the thirtieth day following the date of deposit of the fifth instrument of ratification.
4. For each State depositing its instrument of ratification or accession after the entry into force of this Agreement, it shall enter into force on the thirtieth day following the date of deposit of any such instrument.
5. The Secretary-General shall promptly inform all signatory and acceding States of the date of each signature, the date of deposit of each instrument of

**Schedule 4** Agreement Governing the Activities of States on the Moon and other  
Celestial Bodies

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ratification or accession to this Agreement, the date of its entry into force and other notices.

Article 20

Any State Party to this Agreement may give notice of its withdrawal from the Agreement one year after its entry into force by written notification to the Secretary-General of the United Nations. Such withdrawal shall take effect one year from the date of receipt of this notification.

Article 21

The original of this Agreement, of which the Arabic, Chinese, English, French, Russian and Spanish texts are equally authentic, shall be deposited with the Secretary-General of the United Nations, who shall send certified copies thereof to all signatory and acceding States.

IN WITNESS WHEREOF the undersigned, being duly authorized thereto by their respective Governments, have signed this Agreement, opened for signature at New York on 18 December 1979.

[Signatures omitted]

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## **Schedule 5—Agreement on the Rescue of Astronauts, the Return of Astronauts and the Return of Objects Launched into Outer Space**

Note: This is the copy of the Agreement referred to in paragraph (e) of the definition of *UN Space Treaties* in section 8 of this Act.

THE CONTRACTING PARTIES,

NOTING the great importance of the Treaty on Principles Governing the Activities of States in the Exploration and Use of Outer Space, including the Moon and Other Celestial Bodies, which calls for the rendering of all possible assistance to astronauts in the event of accident, distress or emergency landing, the prompt and safe return of astronauts, and the return of objects launched into outer space,

DESIRING to develop and give further concrete expression to these duties,

WISHING to promote international co-operation in the peaceful exploration and use of outer space,

PROMPTED by sentiments of humanity,

HAVE AGREED to the following:-

### Article 1

Each Contracting Party which receives information or discovers that the personnel of a spacecraft have suffered accident or are experiencing conditions of distress or have made an emergency or unintended landing in territory under its jurisdiction or on the high seas or in any other place not under the jurisdiction of any State shall immediately:

- (a) notify the launching authority or, if it cannot identify and immediately communicate with the launching authority, immediately make a public announcement by all appropriate means of communication at its disposal;

- (b) notify the Secretary-General of the United Nations, who should disseminate the information without delay by all appropriate means of communication at his disposal.

#### Article 2

If, owing to accident, distress, emergency or unintended landing, the personnel of a spacecraft land in territory under the jurisdiction of a Contracting Party, it shall immediately take all possible steps to rescue them and render them all necessary assistance. It shall inform the launching authority and also the Secretary-General of the United Nations of the steps it is taking and of their progress. If assistance by the launching authority would help to effect a prompt rescue or would contribute substantially to the effectiveness of search and rescue operations, the launching authority shall co-operate with the Contracting Party with a view to the effective conduct of search and rescue operations. Such operations shall be subject to the direction and control of the Contracting Party, which shall act in close and continuing consultation with the launching authority.

#### Article 3

If information is received or it is discovered that the personnel of a spacecraft have alighted on the high seas or in any other place not under the jurisdiction of any State, those Contracting Parties which are in a position to do so shall, if necessary, extend assistance in search and rescue operations for such personnel to assure their speedy rescue. They shall inform the launching authority and the Secretary-General of the United Nations of the steps they are taking and of their progress.

#### Article 4

If, owing to accident, distress, emergency or unintended landing, the personnel of a spacecraft land in territory under the jurisdiction of a Contracting Party or have been found on the high seas or in any other place not under the jurisdiction of any State, they shall be safely and promptly returned to representatives of the launching authority.

#### Article 5

1. Each Contracting Party which receives information or discovers that a space object or its component parts has returned to Earth in territory under its jurisdiction or on the high seas or in any other place not under the jurisdiction of
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any State, shall notify the launching authority and the Secretary-General of the United Nations.

2. Each Contracting Party having jurisdiction over the territory on which a space object or its component parts has been discovered shall, upon the request of the launching authority and with assistance from that authority if requested, take such steps as it finds practicable to recover the object or component parts.

3. Upon request of the launching authority, objects launched into outer space or their component parts found beyond the territorial limits of the launching authority shall be returned to or held at the disposal of representatives of the launching authority, which shall, upon request, furnish identifying data prior to their return.

4. Notwithstanding paragraphs 2 and 3 of the Article, a Contracting Party which has reason to believe that a space object or its component parts discovered in territory under its jurisdiction, or recovered by it elsewhere, is of a hazardous or deleterious nature may so notify the launching authority, which shall immediately take effective steps, under the direction and control of the said Contracting Party, to eliminate possible danger of harm.

5. Expenses incurred in fulfilling obligations to recover and return a space object or its component parts under paragraphs 2 and 3 of this Article shall be borne by the launching authority.

#### Article 6

For the purposes of this Agreement, the term “launching authority” shall refer to the State responsible for launching, or, where an international inter-governmental organization is responsible for launching, that organization, provided that that organization declares its acceptance of the rights and obligations provided for in this Agreement and a majority of the States members of the organization are Contracting Parties to this Agreement and 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.

#### Article 7

1. This Agreement shall be open to all States for signature. Any State which does not sign this Agreement before its entry into force in accordance with paragraph 3 of this Article may accede to it at any time.

2. This Agreement shall be subject to ratification by signatory states. Instruments of ratification and instruments of accession shall be deposited with the Governments of the United Kingdom of Great Britain and Northern Ireland, the Union of Soviet Socialist Republics and the United States of America, which are hereby designated the Depositary Governments.
3. This Agreement shall enter into force upon the deposit of instruments of ratification by five Governments including the Governments designated as Depositary Governments under this Agreement.
4. For States whose instruments of ratification or accession are deposited subsequent to the entry into force of this Agreement, it shall enter into force on the date of the deposit of their instruments of ratification or accession.
5. The Depositary Governments shall promptly inform all signatory and acceding States of the date of each signature, the date of deposit of each instrument of ratification of and accession to this Agreement, the date of its entry into force and other notices.
6. This Agreement shall be registered by the Depositary Governments pursuant to Article 102 of the Charter of the United Nations.

#### Article 8

Any State Party to the Agreement may propose amendments to this Agreement. Amendments shall enter into force for each State Party to the Agreement accepting the amendments upon their acceptance by a majority of the States Parties to the Agreement and thereafter for each remaining State Party to the Agreement on the date of acceptance by it.

#### Article 9

Any State Party to the Agreement may give notice of its withdrawal from the Agreement one year after its entry into force by written notification to the Depositary Governments. Such withdrawal shall take effect one year from the date of receipt of this notification.

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Article 10

This Agreement, of which the English, Russian, French, Spanish and Chinese texts are equally authentic, shall be deposited in the archives of the Depositary Governments. Duly certified copies of the Agreement shall be transmitted by the Depositary Governments to the Governments of the signatory and acceding States.

IN WITNESS WHEREOF the undersigned, duly authorised, have signed this Agreement.

DONE in triplicate, at the cities of London, Moscow and Washington, the twenty-second day of April, one thousand nine hundred and sixty-eight.

[Signatures omitted]

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**Schedule 6—Agreement between the  
Government of Australia and the  
Government of the Russian  
Federation on Cooperation in the  
Field of the Exploration and Use of  
Outer Space for Peaceful Purposes**

Note: This is the copy of the Agreement referred to in the definition of *intergovernmental agreement with Russia* in section 8 of this Act.

THE GOVERNMENT OF AUSTRALIA AND THE GOVERNMENT OF  
THE RUSSIAN FEDERATION, hereafter referred to as the Parties,

EXPRESSING a common desire for the development of long term cooperation  
in the exploration of outer space and the application of space equipment and  
technologies for the benefit of the peoples of both countries,

CONSIDERING that the expansion of such cooperation gives rise to new  
practical requirements for the organisational and legal regulation of relations  
between its participants,

RECOGNISING the significant potential mutual benefits from encouragement  
and development of cooperation in commercial space activities,

ACCORDING due significance to the elaboration of coordinated measures  
aimed at facilitating future forms of industrial, economic and commercial  
activities and business partnerships in the space field, including fair and  
mutually beneficial trade practices and procurement methods,

REAFFIRMING their commitment to enhancing the peaceful use of outer space through regional and global cooperation,

TAKING into consideration the Treaty on Principles Governing the Activities of States in the Exploration and Use of Outer Space, including the Moon and other Celestial Bodies, of 27 January 1967, as well as other multilateral treaties regulating the use of outer space in which both Australia and the Russian Federation participate.

HAVE AGREED on the following:

**Article 1**

**Purpose**

The purpose of this Agreement is to promote creation of an adequate organisational and legal basis for mutually beneficial cooperation in specific areas of joint activity relating to the exploration and use of outer space and the practical application of space equipment and technology for peaceful purposes, particularly by:

- a) creating a framework for commercial and other activities related to the launching of space apparatus;
- b) encouraging scientific research and cooperation, and joint activities in design, development, production, testing and operation of space equipment;
- c) promoting mutual exchanges of relevant technologies, expertise, equipment and material resources; and
- d) providing conditions for the conclusion of subsequent agreements and arrangements relating to activities pursuant to this Agreement.

**Article 2**  
**Applicable Law**

Cooperation pursuant to this Agreement shall be carried out in accordance with the domestic law and regulations of the States of the Parties, in observance of generally recognised norms and principles of international law and without prejudice to the fulfilment by the Parties of obligations under other agreements in which they participate.

**Article 3**  
**Cooperating Agencies and Organisations**

1. The Competent Agencies responsible for the development and coordination of cooperation pursuant to this Agreement shall be: the Department of Industry, Science and Resources on behalf of the Government of Australia, and the Russian Aviation and Space Agency on behalf of the Government of the Russian Federation. Where necessary, either of the Parties may, upon agreement of the other Party by means of written notification through diplomatic channels, appoint another department or agency as the Competent Agency.
2. In accordance with the domestic law and regulations of their States, the Parties may, upon mutual agreement, authorise other departments and agencies to carry out specialised activities within the framework of this Agreement. Competent Agencies may, within their authority and upon

mutual agreement, appoint or involve relevant organisations in such specialised activities.

#### **Article 4**

##### **Areas of Cooperation**

Cooperation pursuant to this Agreement may be carried out in such areas as:

- a) the scientific exploration of outer space, including the physics of solar and terrestrial links, radioastronomy, high energy astrophysics and the study of the planets;
- b) remote sensing and monitoring of the Earth from space;
- c) materials processing in space;
- d) space medicine and biology;
- e) space communications and information technologies;
- f) satellite navigation systems and technologies;
- g) research, development and design, manufacturing and operational works related to automated apparatus and manned systems, as well as to the corresponding ground equipment;
- h) industrial and commercial applications of spin-off results of the use of space equipment and technology;
- i) research on matters relating to the protection of the outer space environment; and
- j) as a long term aim, the creation on the territory of Australia of an international cosmodrome for the launch of payloads into outer space using Russian launch vehicles.

Additional areas of cooperation and joint activity shall be determined by mutual agreement between the Parties or their Competent Agencies, as the need arises.

**Article 5**  
**Forms of Cooperation**

1. Organisational, financial, legal and technical conditions for the accomplishment of specific programs and projects of cooperation shall be the subject of separate agreements between the Competent Agencies, and departments, agencies and organisations referred to in Article 3.2 of this Agreement or, when necessary, and taking into consideration the international obligations of both Parties, of direct agreements between the Parties, particularly with respect to the regulation of joint activity relating to the conduct of commercial operations and outer space launches.
  
2. The Parties, their Competent Agencies, and departments, agencies and organisations referred to in Article 3.2 of this Agreement shall, in pertinent cases, on the basis of separate agreements, facilitate the establishment and development of cooperation in the areas provided for in this Agreement with the participation of other specialised state or private organisations, including those of third countries as well as international organisations.

3. Cooperation pursuant to this Agreement may be carried out in such forms as:
- a) planning and implementation of joint projects using scientific, experimental and industrial bases;
  - b) mutual provision of scientific and technological information, expertise, experimental data, results of experimental design works, materials and equipment in various fields of space science, equipment and technology;
  - c) development and manufacturing of space apparatus and instruments;
  - d) use of ground objects and systems for securing launches and control of space apparatus, including the collection and exchange of telemetric information;
  - e) organisation of programs for the training of personnel and the exchange of scientists, technical and other specialists;
  - f) conducting joint symposia and conferences;
  - g) development of various forms of partnership and joint activity in the international market for space technology and services, including activity associated with commercial space launches;
  - h) provision of technical assistance in the field of joint space research; and
  - i) mutual facilitation of access to government programs for the practical application of technological innovations and for the promotion of industrial and economic development, as well as to corresponding international programs aimed at the development of an outer space infrastructure.
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Additional forms of cooperation and joint activity shall be determined by mutual agreement between the Parties or their Competent Agencies, as the need arises.

4. The Parties or Competent Agencies may, if necessary, establish working groups by mutual arrangement for the purposes of implementing programs and specific activities, as well as elaboration of organisational methods and legal means of development of cooperation pursuant to this Agreement.

#### **Article 6** **Financing**

1. The financing of joint activity conducted pursuant to this Agreement within government policy in the field of exploration and use of outer space shall be done by the Parties in accordance with the norms and rules in force in their States as regards budget regulation and, if not otherwise provided for in separate contracts, subject to the availability of funds allocated for that purpose.
2. The Competent Agencies, and departments, agencies and organisations referred to in Article 3.2 of this Agreement shall be responsible for funding those works and types of activities within the framework of this Agreement that were assigned to each of them by mutual agreement

between the Parties or direct arrangements between these departments, agencies and organisations.

3. The financing of joint activity falling outside budgetary allocations and/or governmental programs shall be the responsibility of the relevant participants to such activity and may be set out in the separate agreements referred to in Article 5.1 of this Agreement.

### **Article 7**

#### **Intellectual Property**

1. The Parties shall ensure protection of intellectual property, created or provided within the framework of this Agreement, in accordance with their respective international obligations, and the domestic law and regulations of their States.
2. The Parties, their Competent Agencies, and departments, agencies and organisations referred to in Article 3.2 of this Agreement shall define, in separate agreements referred to in Article 5.1 of this Agreement, the conditions and principles to be observed with regard to intellectual property used in and/or resulting from joint activity pursuant to this Agreement, guided by the norms and principles set out in the Attachment to this Agreement, which is an integral part thereof.

3. In the absence of separate agreements as defined in paragraph 2 of this Article, the Competent Agencies, and departments, agencies and organisations referred to in Article 3.2 of this Agreement shall apply the norms and principles set out in the Attachment to this Agreement.

### **Article 8**

#### **Exchange of Information**

1. Scientific and technical data and information obtained in the course of conducting joint activities shall be accessible to both Parties, their Competent Agencies, and departments, agencies and organisations referred to in Article 3.2 of this Agreement and be transmitted as soon as practicable.
2. The Parties through their Competent Agencies shall facilitate the mutual exchange of information relating to joint activities pursuant to this Agreement and to the basic directions of their national space programs, subject to the principles contained in the Attachment to this Agreement in the case of exchange of confidential information.
3. No information requiring protection in the national security interests of the States of the Parties and classified in accordance with the domestic law and regulations of the States of the Parties, shall be transmitted under this Agreement.

**Article 9**  
**Protection of Property**

Each Party shall ensure the observance of the interests of the other Party, its Competent Agency, and departments, agencies and organisations referred to in Article 3.2 of this Agreement pertaining to the legal protection of their property located on the territory of its State pursuant to activity conducted within the framework of this Agreement including, in relevant cases, and when agreed to by the Parties, immunity of mutually specified categories of goods from any seizure or executive action.

**Article 10**  
**Liability**

1. In the interests of encouraging the development of joint activities pursuant to this Agreement, without prejudice to separate agreements which may be entered into by the Parties to take into account the particular needs and specific circumstances of pursuing certain programs and projects of cooperation, and without prejudice to the international obligations of the Parties, including under the Convention on International Liability for Damage Caused by Space Objects of 29 March 1972 (Liability Convention), the obligations of the Parties to each other in relation to liability and indemnity shall be in accordance with this Article.

2. The Parties may agree on additional or alternative principles regarding liability in separate agreements as between themselves, which may include, but not be limited to, apportionment of liability and indemnity for damage, to be applied generally or in relation to specific types of joint activity. Such agreements may include, amongst others, descriptions of relevant equipment, procedures of investigation and submission of claims.
  
  3. For the purposes of this Article:
    - a) “protected activity” shall mean any activity within the framework of this Agreement which, by mutual written agreement between the Parties and with the consent of their Competent Agencies, and departments, agencies and organisations referred to in Article 3.2 of this Agreement is performed in accordance with the principle of cross-waiver of liability;
    - b) “damage” means:
      - (1) bodily injury to, or any other impairment of the health of, or death of, any person;
      - (2) damage to, loss of, or loss of use of any property;
      - (3) loss of revenue or profits; or
      - (4) other direct or indirect damage;
    - c) “Party” means either of the Parties and includes, in this Article, their Competent Agencies, and departments, agencies and organisations referred to in Article 3.2 of this Agreement;
    - d) “related entity” means:
      - (1) a contractor or subcontractor of a Party at any tier;
      - (2) a user or customer of a Party at any tier; or
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- (3) a contractor or subcontractor of a user or customer of a Party at any tier.

The term “related entity” may, subject to appropriate arrangements, also include organisations or institutions of a third State, when such organisations or institutions have the same relations with the Parties as described in “d(1)”, “d(2)”, or “d(3)” above, or are otherwise involved in the protected activity. The terms “contractors” and “subcontractors” may include suppliers of any kind.

4. In respect to a protected activity, each Party agrees to a cross-waiver of liability and, accordingly, each Party waives any claims for damages against the other Party, related entities of the other Party and employees of the other Party or employees of related entities of the other Party, whatever the legal basis for such claims, including, amongst others, claims under the Liability Convention or other claims under international law or claims in contract.
  5. This cross-waiver of liability shall apply only if the Party, related entities, employees or property causing the damage and the Party, related entities, employees or property suffering the damage, are participating or being used, respectively, in a protected activity.
  6. Each Party shall extend the application of the principle of cross-waiver of liability to its related entities through contract or other means.
  7. Notwithstanding paragraphs 4, 5 and 6 of this Article, this cross-waiver of liability shall not be applicable to:
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- a) claims between a Party and its own related entities or claims between its own related entities;
  - b) claims made by a natural person not falling within the definition of a related entity, his/her estate, survivors, or subrogees in connection with indemnifying damage for bodily injury or any other damage to such natural person or his/her death;
  - c) claims for damage caused by wilful misconduct;
  - d) intellectual property claims.
8. Nothing in this Article shall be construed to create the basis for claims or suits where none would otherwise exist.
9. The Parties shall consult promptly on any potential liability under international law, including the Liability Convention, on the apportionment of liability, and in the event of claims arising, on the defence of claims, and shall cooperate fully with a view to establishing the facts in the investigation of any accident, in particular through the exchange of experts and information.

**Article 11**  
**Customs Regulation**

1. For the purposes of this Article “goods” shall mean spacecraft, space transportation systems, their elements, instruments, control, testing and other types of equipment required, in particular for a launch, as well as technologies in the form of information and data recorded on material media. The technology and information identified above include:
    - a) computer software and databases;
    - b) inventions;
    - c) design and engineering developments;
    - d) trade secrets and know-how, including manufacturing documentation and technical specifications; and
    - e) data on research, experimental, design and engineering development activities.
  
  2. The movement of goods specified in paragraph 1 of this Article and especially intended for the purposes of cooperation within the framework and upon the terms of this Agreement, across the customs borders of the States of the Parties, shall be free of customs duties.
  
  3. Where the domestic law and regulations of the States of the Parties do not provide for direct exemption from other taxes on goods for the purposes of cooperation under this Agreement, and such taxes are collected by customs authorities, such an exemption shall be applied on the basis of this Agreement subject to the domestic law and regulations of the States of the Parties.
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**Article 12**  
**Export Control**

1. Technology transfer for the purposes of any joint activity pursuant to this Agreement shall be undertaken by the Parties subject to the observation of the domestic law and regulations of their States, including the requirements of the Missile Technology Control Regime (MTCR). The Parties shall act in accordance with the domestic law and regulations of their States, on export control in relation to those goods and services included in the national lists and enumerations of export controls.
2. This Article extends to any form of cooperation, the exchange of information, technical data and items of all types, including joint industrial production and intellectual property, where they are regulated by the MTCR, on the territory of the exporter, importer or third countries.

**Article 13**  
**Assistance to the Activities of Personnel**

Each Party, in accordance with the domestic law and regulations of its State, shall assist the entry to the territory of its State of personnel assigned on a mission by the other Party, its Competent Agency, and departments, agencies and organisations referred to in Article 3.2 of this Agreement as regards the procedure of appropriate visa processing.

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#### **Article 14**

#### **Economic and Industrial Types of Activity**

In accordance with the domestic law and regulations of their States, the Parties will strive to encourage activity by organisations, enterprises and firms of their countries, directed at the support of joint programs of cooperation in the field of exploration and use of outer space, and the practical application of space equipment and technology. For these purposes, the Parties will strive to implement, by mutual arrangement, measures to facilitate corresponding entrepreneurial activities, trade and economic transactions.

#### **Article 15**

#### **Settlement of Disputes**

1. The Parties, if necessary, shall hold consultations on matters pertaining to the interpretation and implementation of this Agreement. The Parties shall seek to resolve any dispute between them concerning the interpretation and implementation of this Agreement through prompt and amicable negotiations and consultations, including through diplomatic channels.
2. Disputes between Competent Agencies or between departments, agencies and organisations referred to in Article 3.2 of this Agreement shall be referred, for joint consideration, to the senior executives of respectively,

Competent Agencies, and these departments, agencies and organisations or their plenipotentiaries, who should make all efforts to resolve the dispute by consensus. Within the framework of the procedure provided for in this paragraph, disputes may be referred to settlement through conciliation with the purpose of achieving agreement or drafting findings or recommendations on all matters of facts and law pertaining to the issue.

3. If a dispute has not been settled by means of procedures envisaged in paragraph 1 of this Article within six months after one of the Parties forwards a written request to hold such negotiations or consultations, it shall, upon request of either Party, be submitted to an Arbitral Tribunal which shall be established in accordance with the provisions of this Article.
4. An Arbitral Tribunal shall be constituted for each individual case in the following way:
  - a) within two months of the receipt of the request for consideration of the dispute by arbitration, each Party shall appoint an arbitrator. Those two arbitrators shall then select a national of a third country who, on approval by the two Parties, shall be appointed Chairman of the Arbitral Tribunal. The Chairman shall be appointed within two months from the date of appointment of the other two arbitrators;
  - b) in case an arbitrator appointed as provided for in this Article shall resign or become unable to act, a successor arbitrator shall be appointed in the same manner as prescribed for the appointment of

the original arbitrator and the successor shall have all the powers and duties of the original arbitrator.

5. If, within the period specified in paragraph 4 of this Article, the necessary appointments have not been made, either Party may, in the absence of any other agreement, invite the President of the International Court of Justice to make all necessary appointments. If the President is a national of the State of either Party or is unable to discharge the said function, the next most senior Member of the Court who is not disqualified on such a ground shall make the necessary appointments.
6. The Arbitral Tribunal shall decide all questions relating to its competence and shall, subject to the agreement between the Parties, determine its own procedure. The Arbitral Tribunal shall reach its award by majority vote taking into account the provisions of this Agreement, the international treaties both Parties have concluded and the generally recognised norms and principles of international law. It may render an award on the default of a Party. Any award shall be rendered in writing and shall state its legal basis. An award shall be final and binding on the Parties, if the Parties have not agreed in advance on the procedure of appeal.
7. Each Party shall bear the costs of its arbitrator. The costs of the Chairman of the Arbitral Tribunal and other expenses associated with the conduct of the arbitration shall be borne in equal parts by both Parties. The Arbitral Tribunal may decide, however, that a higher proportion of costs shall be borne by one of the Parties.

## **Article 16**

### **Final Provisions**

1. This Agreement shall enter into force from the date of the latter written notification through diplomatic channels on completion by the Parties of domestic procedures necessary for its entry into force.
2. This Agreement is concluded for a period of ten years. Its effect shall be automatically extended for a subsequent ten-year period if neither of the Parties notifies the other Party through diplomatic channels of its intention to terminate it twelve months before the expiry of the initial ten-year period. This Agreement may be terminated by either Party in the period following its automatic extension by twelve months written notice to the other Party through diplomatic channels.
3. Additional extension of this Agreement shall be the subject of consultations between the Parties, which shall commence no later than twelve months before the expiry of the period of its automatic extension.
4. This Agreement may be amended and supplemented by the agreement of the Parties in written form.
5. In the event of the termination of this Agreement, its provisions shall continue to apply to all unfinished activities if the Parties do not agree otherwise. The termination of this Agreement shall not serve as the basis for the revision or termination of obligations of a financial or other

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contractual nature still in force and shall not affect the rights and obligations of legal and natural persons, which have arisen before its termination.

- 6.** From the date of the entry into force of this Agreement, the Agreement between the Government of Australia and the Government of the Union of Soviet Socialist Republics on Co-operation in Space Research and the Use of Space for Peaceful Purposes of 1 December 1987 shall cease to have effect as between Australia and the Russian Federation.

Done at Canberra on 23 May 2001 in duplicate, each in the English and Russian languages, both texts having equal validity.

**FOR THE GOVERNMENT  
OF AUSTRALIA**

**FOR THE GOVERNMENT  
OF THE RUSSIAN FEDERATION**

[Signatures Omitted]

## **ATTACHMENT**

### **INTELLECTUAL PROPERTY**

The Parties shall use their best endeavours to ensure the effective protection of results obtained within the framework of cooperation, which is a subject of this Agreement and separate agreements referred to in Article 5 of this Agreement.

The Competent Agencies, and departments, agencies and organisations referred to in Article 3.2 of this Agreement, hereinafter described as “cooperating organisations”, shall in good time inform each other about all results of joint activity subject to protection as intellectual property and promptly cooperate to obtain registration or carry out other procedures for protection.

#### **1. Sphere of Application**

- 1.** This Attachment applies to all types of joint activity performed pursuant to the cooperation under this Agreement, with the exception of those cases when the Parties or cooperating organisations agree on any special provisions within the framework of separate agreements referred to in Article 5 of this Agreement.
- 2.** For the purposes of this Agreement, the term “intellectual property” has the meaning provided for in Article 2 of the Convention establishing the World Intellectual Property Organization done at Stockholm on 14 July 1967.

3. This Attachment shall regulate the allocation of intellectual property rights between the Parties or cooperating organisations in relation to a joint activity. Each Party shall act in such a way that the cooperating organisations of the other Party can acquire the rights to intellectual property belonging to them in accordance with this Attachment.
4. This Attachment does not change the Parties' legal regulation of intellectual property rights determined by the legislation of their States and the internal regulations of cooperating organisations taking into account provisions envisaged in section 2, paragraph 6 of this Attachment. In the same way, this Attachment does not alter the relations between the cooperating organisations of each Party and relations between the Parties and these organisations. Furthermore it will not prejudice the international obligations of the Parties.
5. Carrying out of joint works does not affect the intellectual property rights of the cooperating organisations acquired earlier or resulting from independent research (background intellectual property).
6. The termination of this Agreement does not affect rights or obligations having arisen on the basis of this Attachment, if they were accepted before such termination.

## **2. Grant of Rights**

1. In relation to intellectual property created in the course of a joint activity, the Parties or cooperating organisations shall strive to jointly elaborate a plan for the assessment and use of technology either before the beginning
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of their cooperation or within a reasonable time from the moment when a cooperating organisation creates an object of intellectual property. In this plan for the assessment and use of technology, they shall take into account the corresponding contributions of the Parties and their cooperating organisations to the activity under consideration, including background intellectual property transferred in the framework of cooperation, define types and scope of use of the intellectual property, terms and procedures of the realisation of rights on it on the territory of the States of the Parties, as well as on the territory of other countries, recognising that the minimal scope is the right of each cooperating organisation to use created intellectual property for its own needs. For the purposes of granting intellectual property rights, an activity is considered to be a joint activity from the moment when it is defined as such in separate agreements referred to in Article 5 of this Agreement. The grant of rights to the objects of intellectual property created as a result of an activity, which is not a joint activity, shall be carried out according to the provisions of paragraph 3 of this section. The Parties or cooperating organisations shall decide by mutual arrangement whether the results of work jointly carried out should be either patented or registered or kept secret.

2. If such a plan for the assessment and use of technology is not established within four months from the moment of the creation of the object of intellectual property which is a result of a joint activity, each of the Parties or cooperating organisations may receive all rights and benefits from such intellectual property on its State's territory. Cooperating organisations shall in relation to a joint activity negotiate regarding the

allocation of intellectual property rights, as well as the expenses related to the protection of intellectual property rights under mutually agreed conditions, taking into account the corresponding contributions of each of them.

3. In cases, which are not joint activities, the terms for the implementation of a procedure for the acquisition and use of intellectual property rights shall be determined in separate agreements and contracts.
4. The Parties shall on the initiative of either of them, without delay, consult for the purposes of securing protection and distribution of intellectual property rights on protected objects of intellectual property in third countries applying the provisions of paragraphs 1 and 2 of this section.
5. The rules for the internal regulation of host organisations or institutions as regards intellectual property rights as well as possible remuneration and disbursements related to these rights as they are determined by the internal regulations of each of the host organisations extend to researchers and scientists of one of the Parties enlisted in the service of any organisation or institution of the other Party. Each researcher or scientist, designated as an inventor is entitled in accordance with his contribution to a share of remuneration to be earned by the host organisation or institution for licensing this intellectual property.
6. Copyright extends to publications. Each Party and its cooperating organisations shall be entitled to non-exclusive, irrevocable and free licences for non-commercial purposes for the translation, reproduction

and public distribution in all countries of scientific and technical articles, lectures (reports), books and other copyright products, which are the direct result of a joint activity. The forms of implementation of these rights shall be determined in separate agreements and contracts. All copies of publications should show the author's name unless he expressly refuses to give his name or wishes to appear under a pseudonym.

7. The totality of intellectual property rights, but not including moral rights, to computer programs elaborated within the framework of cooperation shall be allocated between the cooperating organisations taking into account their contribution to its elaboration and financing. In cases of joint elaboration or joint financing of computer programs by both Parties or cooperating organisations a regime to be applied in relation to these programs, including the allocation of remuneration in the case of commercial use, shall be determined by separate agreements or contracts. In the absence of separate agreements or contracts the provisions of paragraphs 1 and 2 of this section related to the allocation of rights in connection with a joint activity shall apply.
8. Confidential information shall be designated as such in an appropriate manner. The responsibility for such a designation shall rest with the Party or cooperating organisation, which demands such confidentiality. Each Party or cooperating organisation shall protect such information in accordance with applicable laws and regulations of its State. The term "confidential information" means any know-how, data or information, in particular technical, commercial or financial, independent of the form in which it is passed on for the purposes of carrying out activity pursuant to this Agreement and which corresponds to the following conditions:

- a) the possession of this information may ensure gains, in particular ones of an economic, scientific or technical character or give an advantage in competition with persons who do not possess it;
- b) this information is not generally known or widely available from other sources;
- c) this information was not earlier passed on by its possessor to a third person without the obligation to maintain its confidentiality;
- d) this information is not already at the disposal of the recipient without the obligation to maintain its confidentiality.

The Parties or cooperating organisations may transfer confidential information to their own employees, unless otherwise provided in separate agreements referred to in Article 5 of this Agreement. Such information may be passed on to the basic performers of the work and subcontractors within the framework of the sphere of application of separate contracts with them. Information given in this way may be used only within the limits of the sphere of application of those contracts, which would envisage the conditions and time limits of application of such provisions on confidentiality.

The Parties and cooperating organisations undertake to adopt all necessary measures in relation to their employees, basic performers of work and subcontractors for the observance of the obligations on protecting confidentiality determined above.

9. The grant of the results of joint research and elaboration to third persons shall be the subject of written agreements between the Parties or cooperating organisations. Without prejudice to the implementation of
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**Schedule 6** Agreement between the Government of Australia and the Government of the Russian Federation on Cooperation in the Field of the Exploration and Use of Outer Space for Peaceful Purposes

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rights in accordance with paragraph 6 of this section, such agreements will determine the procedure for the distribution of the referred results.

## Endnote 1—Legislation history

## Endnotes

## Endnote 1—Legislation history

This endnote sets out details of the legislation history of the *Space Activities Act 1998*.

Act	Number and year	Assent date	Commencement date	Application, saving and transitional provisions
Space Activities Act 1998	123, 1998	21 Dec 1998	21 Dec 1998	
Space Activities Amendment (Bilateral Agreement) Act 2001	101, 2001	4 Sept 2001	4 Sept 2001	—
Space Activities Amendment Act 2002	100, 2002	10 Nov 2002	Schedule 1: 1 Dec 2002 (see <i>Gazette</i> 2002, No. S453) Remainder: Royal Assent	—
Statute Law Revision Act 2010	8, 2010	1 Mar 2010	Schedule 5 (item 137(a)): (a)	—
Statute Law Revision Act 2013	103, 2013	29 June 2013	Schedule 3 (items 188, 189, 343) Royal Assent	Sch. 3 (item 343)

(a) Subsection 2(1) (items 31 and 38) of the *Statute Law Revision Act 2010* provides as follows:

- (1) Each provision of this Act specified in column 1 of the table commences, or is taken to have commenced, in accordance with column 2 of the table. Any other statement in column 2 has effect according to its terms.

Commencement information		
Column 1	Column 2	Column 3
Provision(s)	Commencement	Date/Details
31. Schedule 5,	The day this Act receives the Royal Assent.	1 March 2010

## Endnotes

### Endnote 1—Legislation history

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<b>Commencement information</b>		
<b>Column 1</b>	<b>Column 2</b>	<b>Column 3</b>
<b>Provision(s)</b>	<b>Commencement</b>	<b>Date/Details</b>
items 1 to 51		
38. Schedule 5, Parts 2 and 3	Immediately after the provision(s) covered by table item 31.	1 March 2010

## Endnote 2—Amendment history

**Endnote 2—Amendment history**

This endnote sets out the amendment history of the *Space Activities Act 1998*.

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ad. = added or inserted   am. = amended   rep. = repealed   rs. = repealed and substituted  
exp. = expired or ceased to have effect

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<b>Provision affected</b>	<b>How affected</b>
<b>Part 1</b>	
ss. 3, 4 .....	am. No. 101, 2001
<b>Part 2</b>	
s. 8 .....	am. No. 101, 2001; No. 100, 2002
s. 8A .....	ad. No. 100, 2002
s. 8B .....	ad. No. 100, 2002
	am. No. 8, 2010; No. 103, 2013
s. 8C .....	ad. No. 100, 2002
<b>Part 3</b>	
s. 18 .....	am. No. 100, 2002
Heading to s. 23 .....	am. No. 100, 2002
ss. 23, 24 .....	am. No. 100, 2002
s. 25A .....	ad. No. 100, 2002
s. 26 .....	am. No. 100, 2002
Note to s. 26(2) .....	am. No. 100, 2002
s. 31 .....	am. No. 100, 2002
Heading to s. 32 .....	am. No. 100, 2002
ss. 32–35 .....	am. No. 100, 2002
s. 38 .....	am. No. 100, 2002
Heading to s. 39 .....	am. No. 100, 2002
ss. 39, 40 .....	am. No. 100, 2002
Note to s. 42 .....	am. No. 100, 2002
s. 43 .....	am. No. 100, 2002
Note to s. 43(1) .....	ad. No. 100, 2002
ss. 45A–45C .....	ad. No. 100, 2002
ss. 46A, 46B .....	ad. No. 100, 2002
ss. 47, 48 .....	am. No. 100, 2002

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## Endnotes

### Endnote 2—Amendment history

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ad. = added or inserted   am. = amended   rep. = repealed   rs. = repealed and substituted  
exp. = expired or ceased to have effect

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<b>Provision affected</b>	<b>How affected</b>
ss. 51–54 .....	am. No. 100, 2002
ss. 59–61 .....	am. No. 100, 2002
<b>Part 4</b>	
s. 63 .....	am. No. 100, 2002
Note to s. 64 .....	ad. No. 100, 2002
s. 69 .....	am. No. 100, 2002
<b>Part 5A</b>	
Part 5A .....	ad. No. 101, 2001
ss. 79A, 79B .....	ad. No. 101, 2001
<b>Part 6</b>	
s. 80 .....	am. No. 100, 2002
<b>Part 7</b>	
s. 85 .....	am. No. 100, 2002
<b>Part 8</b>	
s. 106 .....	rs. No. 100, 2002
s. 108 .....	am. No. 101, 2001
s. 110 .....	am. No. 100, 2002
Schedule 1 .....	am. No. 100, 2002
Schedule 4 .....	rs. No. 100, 2002
Schedule 5 .....	am. No. 100, 2002
Schedule 6 .....	ad. No. 101, 2001

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Endnote 3—Uncommenced amendments [none]

**Endnote 3—Uncommenced amendments [none]**

There are no uncommenced amendments.

## Endnotes

Endnote 4—Misdescribed amendments [none]

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### **Endnote 4—Misdescribed amendments [none]**

There are no misdescribed amendments.