

This Agreement is made the 16 day of September 2016

**BETWEEN**

**Her Majesty the Queen in right of New Zealand acting by and through the Minister for Economic Development (Government)**

**AND**

**Rocket Lab Limited a company incorporated in New Zealand (RLNZ)**

**AND**

**Rocket Lab USA Inc. a corporation based in Los Angeles, United States of America (RLUS)**

**BACKGROUND**

- A.** Space is of immense strategic importance around the world. Satellites enable the provision of critical services and infrastructure including banking, transportation, electricity, telecommunications, navigation, remote sensing (with applications ranging from agriculture and land-use monitoring to disaster management and climate change) and national security. Globally, the space economy is big business and becoming more and more pervasive. The space industry that enables the use of space is growing and changing rapidly. New Zealand is increasingly becoming a space economy.
- B.** The increasing demand for small satellite launches due to advances in technology has seen significant gains in miniaturization resulting in considerable gains in the capabilities and capacity of small satellites. Operations from New Zealand have the advantages of low costs, a skilled workforce, a secure environment, and a geographic location that enables the achievement of a wide range of orbits, and with minimal interference to air traffic and shipping.
- C.** The launching of spacecraft potentially has significant economic benefits for New Zealand however also has the potential to give rise to liability and to impact on New Zealand's national security or other national interests, including but not limited to
- a. The risk of contamination of outer space;

- b. Adverse effects on the environment of the earth;
  - c. Risks to national security;
  - d. Risks to public safety;
  - e. Breach of New Zealand's international obligations; and
  - f. Potential interference with activities of others in peaceful exploration and use of space.
- D. To facilitate the development of a New Zealand-based space industry that is internationally credible, well-connected and competitive, the Government is putting in place a regulatory regime and participating in an international treaty framework.
- E. RLUS, a United States Corporation, manufactures carbon composite spacecraft for transporting small satellites to low earth orbit and intends its wholly-owned New Zealand incorporated subsidiary RLNZ will build and operate an orbital launch range on the Mahia Peninsular in New Zealand (**NZ Launch Range**) and other facilities at which Launch Vehicles and Spacecraft will be held (**Launch Facilities**).
- F. It is intended that spacecraft will be launched using U.S. Launch Vehicles from the NZ Launch Range beginning in 2016.
- G. Pending the adoption of a regulatory regime, in order to ensure launches undertaken by RLNZ or RLUS are in New Zealand's national interests and are not contrary to New Zealand's national security or other interests, and to provide the Government with the ability to comply with its obligations under international agreements or arrangements, the Government requires to secure by way of contract, certain commitments, powers and authorities from RLNZ and RLUS.
- H. In order for RLUS and RLNZ to launch U.S. Launch Vehicles from the NZ Launch Range, RLUS must transfer certain technology associated with the Launch Vehicles and proposed launches to RLNZ.
- I. The laws of the United States of America and international regimes restrict the possession, use and export of space technology required for the operation of Launch Vehicles unless and until certain licences, agreements, arrangements and other measures are in place to afford protection against the unauthorised use and transfer of such technology.
- J. As a condition of obtaining the necessary licences permitting the export of technology required for the operation of Launch Vehicles from the United States an agreement between the Government and the U.S. Government entitled "Agreement between the Government of New Zealand and the Government of the United States of America on Technology Safeguards Associated with United States Participation in

Space Launches from New Zealand” (TSA) has been concluded. The provisions of the TSA will impose certain obligations on the Government some of which are able to be complied with under existing New Zealand law, others of which are not currently subject to regulatory control in New Zealand.

- K. RLNZ and RLUS are proposing to undertake Launches with Payloads which are authorised by the Government and in respect of which a US License and all other necessary licences, approvals, authorisations and consents required under the laws and policies of the United States of America relating to the Launch and Payload are held.
- L. Accordingly the parties have agreed to enter into this Agreement with the intention that it provides the necessary rights, powers, authorities and obligations to enable RLNZ and RLUS to conduct Launches from New Zealand and the Government to ensure launches are in New Zealand’s national interest and are not contrary to New Zealand’s national security interests, to meet its obligations under international agreements or arrangements and the TSA, and give effect to the rights provided to it under international agreements or arrangements and the TSA.
- M. The parties also recognise that the Government may incur further obligations under international agreements or arrangements to which it may become a signatory or is otherwise bound by and have agreed that this Agreement will be amended to the extent necessary to enable the Government to comply with such further obligations.

**AGREED**

## **1. Interpretation**

### **1.1 Purpose**

- (a) The parties agree that the purpose of this Agreement is to provide the authorisation, powers and authorities necessary to enable the Government to ensure Launches are in New Zealand’s national interests and are not contrary to New Zealand’s national security interests, and meet its obligations under international agreements or arrangements and the TSA. RLNZ and RLUS acknowledge that the Government has entered into the TSA on this basis.
- (b) RLNZ and RLUS also acknowledge:
  - (i) That the Government may incur further obligations under international agreements or arrangements to which it may become a signatory or is otherwise bound by and agree that the purpose of this Agreement will also

be to enable the Government to comply with any such further obligations;  
and

(ii) RLNZ and RLUS acknowledge that the Government is progressing a new regime which will regulate space activities undertaken from within New Zealand.

(c) Accordingly the parties agree that:

(i) The provisions of this Agreement shall be read and interpreted in that context so as to achieve that purpose; and

(ii) Where a regulatory regime to regulate space activities undertaken from within New Zealand territories is implemented, all powers, rights and authorities provided for in such regime will apply in respect of Launch Activities notwithstanding any provision in this Agreement; and

(iii) To the extent that the provisions of this Agreement provide for rights, powers and authorities which already exist under New Zealand enactments, the rights, powers and authorities provided for in this Agreement shall be in addition to, and not in substitution for, such rights, powers and authorities; and

(iv) In light of the consequences for the Government of a breach of this Agreement by RLNZ and/or RLUS it is acknowledged that damages will not be an adequate remedy in the event of breach of the provisions of this Agreement by RLNZ and/or RLUS; and

(v) Where the Government has incurred additional obligations under international agreements and arrangements to which it has become a signatory or otherwise bound by, or the Government passes laws in respect of which the provisions of this Agreement are inconsistent, this Agreement will be amended to the extent necessary to enable the Government to comply with such obligations or to be consistent with New Zealand laws as the case may be.

## 1.2 Definitions:

In this Agreement including the background unless the context otherwise requires:

**Agreement** means this agreement and includes the schedules;

**Change of Control** means any circumstances which result in more than 20 per cent of the share capital of RLNZ no longer being legally and beneficially by held RLUS, and/or RLUS no longer having the power to appoint a majority of directors to the

Board of Directors of RLNZ and/or Peter Joseph Beck is no longer involved in RLUS and RLNZ;

**Foreign Spacecraft** means any Payloads, spacecraft, groups of spacecraft, spacecraft systems or subsystems, spacecraft components (including satellites, groups of satellites, satellite systems or subsystems, and satellite components) and/or orbital transfer motors imported into New Zealand from a country other than the United States (unless authorised for export from such a country to New Zealand by the U.S. Government) and used to conduct Launch Activities;

**Launch** means the intentional ignition of a Launch Vehicle;

**Launch Activities:** means all actions associated with the launching from New Zealand of U.S. Spacecraft, Foreign Spacecraft or N.Z. Spacecraft by means of U.S. Launch Vehicles, from the initial technical discussions to the launch site surveys, fit checks, spacecraft encapsulation, mating/integration, to the Launch and return of the Related Equipment and Technical Data from New Zealand to the United States of America or other location approved by the US Government and, in the event of a cancelled or failed launch, the return of U.S. Launch Vehicles, U.S. Spacecraft, Related Equipment, Technical Data and/or any recovered and identified components and/or debris of U.S. Launch Vehicles, U.S. Spacecraft and/or Related Equipment to the United States of America or other location approved by the US Government;

**Launch Details** means:

- (a) the date, location and intended trajectory of a Launch;
- (b) the intended and actual basic orbital parameters (including the nodal period, inclination, apogee, and perigee) of part of the Launch Vehicle that reaches or is intended to reach outer space;
- (c) any changes to the terms of the U.S. License or other licences, approvals, authorisations and consents required under the laws and policies of the United States of America;
- (d) any changes to the information previously provided in respect of a proposed Launch prior to that Launch; and
- (e) any other information about the Launch the Government considers is reasonably required;

**Launch Vehicle** means:

- (a) a vehicle that carries or is capable of carrying a Payload; or
- (b) any component part of the vehicle

that is intended to reach outer space.

For the purposes of this definition for the avoidance of doubt, Launch Vehicle includes, without limitation, boosters, adapters with separation systems, Payload nose fairings and components thereof;

**Liability Convention** means the Convention on International Liability for Damage Caused by Space Objects done at London, Moscow and Washington on 29 March 1972;

**N.Z. Licensees** means any persons who are identified on the relevant export license or licenses issued by the United States of America and who are authorized by the Government of New Zealand to carry out Launch Activities;

**N.Z. Representatives** means any persons, other than U.S. Participants, whether nationals of New Zealand or other nationals, who have or could have access to Spacecraft Technology, and who are subject to the jurisdiction and/or control of New Zealand;

**N.Z Spacecraft** means any Payloads, spacecraft, groups of spacecraft, spacecraft systems or subsystems, spacecraft components (including satellites, groups of satellites, satellite systems or subsystems, and satellite components) and/or orbital transfer motors used to conduct Launch Activities not imported into New Zealand;

**Payload** means equipment intended for use in any civil or military function including without limitation, communication, data relay, remote sensing, surveillance or navigation that is intended to reach outer space;

**Payload Details** means:

- (a) the date and location of the proposed Launch and the owners of the Payload and its country of domicile;
- (b) the reference numbers for space permits held for each Payload that is intended to be carried or launched by the Launch Vehicle;
- (c) the basic orbital parameters (including the nodal period, inclination, apogee, and perigee) of the Launch Vehicle and its Payload that are required to be registered under the Registration Convention (if any);
- (d) confirmation that the frequencies of the Launch Vehicle and its Payload (if any) have been registered with the Chief Executive of the department of State that is responsible for administering the Radiocommunications Act 1989 (if applicable);

- (e) confirmation that the frequencies of the Launch Vehicle and its Payload (if any) have been coordinated with the International Telecommunication Union (if applicable); and
- (f) any other information requested by the Government about the nature, conduct, location, and purpose of the proposed Launch.

**Protective Security Plan** means the security plan relating to information security, physical security and personnel security required by the New Zealand Intelligence Community for protective assurance purposes;

**Related Equipment** means: support equipment, ancillary items, components and spare parts thereof authorised for export to New Zealand by the US Government and required to carry out Launch Activities;

**Spacecraft Technology** includes U.S. Spacecraft, Related Equipment, and Technical Data;

**Segregated Areas** means the areas designated as Segregated Areas in the Technology Transfer Control Plan including, without limitation, areas within the NZ Launch Facilities which have clearly the designated boundaries for processing, assembling, mating and Launch of U.S. Launch Vehicles and U.S. Spacecraft by U.S. Licensees as required by the provisions of clause 1 of the first schedule;

**Technical Data** means information, in any form including in oral form, other than publicly available information, that is required for the design, engineering, development, production, processing, manufacture, use, operation, overhaul, repair, maintenance, modification, enhancement or modernization of U.S. Launch Vehicles, U.S. Spacecraft and/or Related Equipment. Such information includes, but is not limited to, information in the form of blueprints, drawings, photographs, video materials, plans, instructions, computer software, and documentation;

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

**U.S. Government** means the government of the United States of America;

**U.S. Launch Vehicles** means any launch vehicles, boosters, adapters with separation systems, Payload nose fairings, and/or components thereof authorized for export by the U.S. Government and used to carry out Launch Activities;

**U.S. License** means an export licence issued pursuant to U.S. laws and regulations to export U.S. Launch Vehicles and/or U.S. Spacecraft;

**U.S. Licensees** means any persons issued an export license or licenses pursuant to U.S. laws and regulations to export Spacecraft Technology;

**U.S. Participant** means any U.S. Licensees, their contractors, subcontractors, employees, or agents, whether citizens of the United States of America or other citizens, or any U.S. Government officials or contractors, subcontractors, employees, or agents, whether citizens of the United States of America or other citizens, who, in connection with the issuance of an export license issued by the United States of America, participate in Launch Activities, and are subject to the jurisdiction and/or control of the United States of America; and

**U.S. Spacecraft** means any Payloads, spacecraft, groups of spacecraft, spacecraft systems or subsystems, spacecraft components (including satellites, groups of satellites, satellite systems or subsystems, and/or satellite components), or orbital transfer motors imported into New Zealand from the United States or authorized for export from another country into New Zealand by the U.S. Government and used to carry out Launch Activities.

### 1.3 Construction

In this agreement, a reference to:

business days is a reference to a day on which registered banks are open for business in New Zealand;

one gender includes each other gender;

the singular includes the plural and vice versa;

headings are for convenience only and do not affect the interpretation of this Agreement;

parties is a reference to the parties to this deed and includes those parties' successors and permitted assignees and permitted transferees;

persons includes a reference to human beings, companies, corporations, firms, partnerships, joint ventures, associations, organisations, estates, trusts, states or agencies of state, government departments and local and municipal authorities, in each case irrespective of whether having a separate legal personality;

clauses, schedules and recitals is a reference to the clauses, schedules and background of this Agreement, except that references to the clauses of a schedule are references to the clauses of that schedule;



an agreement includes the agreement as modified, supplemented or substituted from time to time;

legislation includes amendments to and re-enactments of that legislation.

## 2. Term

This Agreement will come into force on the date it is executed by all parties and remain in force for five (5) years from that date unless terminated earlier in accordance with its terms.

## 3. Launch Activities

- 3.1 **Authorisation to undertake Launch Activities:** RLNZ and RLUS are hereby authorised to undertake Launch Activities.
- 3.2 **Launch Activities Prohibited:** RLNZ and RLUS are only authorised to undertake Launch Activities (and each of RLNZ and RLUS acknowledge and agree that each of them is by virtue of this Agreement permitted to undertake Launch Activities) if and only if:
- (a) This Agreement remains in force; and
  - (b) RLUS holds a U.S. License and all other licences, approvals, authorisations and consents required under the laws and policies of the United States of America; and
  - (c) The frequencies of the Launch Vehicle and its Payload (if any) have been registered with the Chief Executive of the Department of State that is responsible for administering the Radio Communications Act 1989 (if applicable) and have been coordinated with the International Telecommunications Union (ITU) (if applicable); and
  - (d) The proposed Payload has, and is compliant with, either
    - (i) a U.S. License and all other licences, approvals, authorisations and consents required under the laws and policies of the United States of America and the Payload Details have been provided to the Government at least 30 business days prior to the proposed Launch or is a U.S. Government Payload and the Payload Details have been provided to the Government at least 30 business days prior to the proposed Launch; or
    - (ii) (not being a Payload falling within paragraph (c)(i) of clause 3.1) has all licences, approvals, authorisations and consents required under the laws and policies of the country from which the Payload originates and has been approved or deemed to be approved by the Government and Payload Details have been provided to the Government at least 30 business days prior to the proposed Launch;

and

- (e) RLNZ and RLUS hold, and are complying with, all licences, approvals, authorisations and consents required under New Zealand law for the proposed launch including, without limitation, environmental legislation and civil aviation legislation; and
- (f) The Launch Vehicle and/or Payload concerned are not owned or controlled by a country or countries which at the time of launch are subject to United Nations Security Council sanctions or have governments determined by the Government to have repeatedly provided support for acts of international terrorism.

**3.3 Not otherwise permitted to undertake Launch Activities:** To the extent that the provisions of clause 3.2 are not satisfied, each of RLNZ and RLUS acknowledge and agree that neither is permitted to undertake Launch Activities.

**3.4 Government approval of Payloads:** RLNZ and RLUS are not permitted and each agrees that it will not Launch any Launch Vehicles carrying Payloads if the Government has determined, in its absolute unfettered discretion that such Launch Activities are contrary to New Zealand law regulations or policy or may raise an actual or potential risk to New Zealand's national security or other national interests or international obligations.

**3.5 Power to suspend Launch Activities:** If:

- (a) the Government considers that any Launch Activities, a Launch, or a Payload would or might be contrary to New Zealand regulations or policy, cause New Zealand to breach its international obligations, or prejudice New Zealand's national security interests or other national interests; or
- (b) the Government has been advised that the TSA has been breached, or the Government has been advised or otherwise determines that the Technology Transfer Control Plan for any Launch Activities has been breached: or
- (c) RLNZ or RLUS is in breach of its obligations under this Agreement

the Government may by notice in writing suspend all permissions to undertake Launch Activities under this Agreement.

**3.6 No consents unless evidence provided to Government:** For the purposes of this clause 3, unless RLNZ or RLUS has provided the Government with evidence of the existence of any consent, licence, approval or authorisation, RLNZ and RLUS, as the case may be, will be deemed not to hold such consent, licence approval or authority.

**3.7 RLNZ and RLUS to notify revocation cancellation or amendment to consents etc.:** If any consent licence approval or authorisation required to be held before Launch Activities may be undertaken is revoked, cancelled or amended, RLNZ or RLUS will notify the Government as soon as it becomes aware of such

cancellation, revocation or amendment.

#### 4. Equipment import and use constraints

- 4.1 **Sources of Equipment:** RLNZ will not, and RLUS will ensure that RLNZ does not, use significant quantitative and qualitative inputs of equipment, technology, manpower, or funds in Launch Facilities or in respect of Launch Activities from non-member countries of the Missile Technology Control regime unless the Government in its absolute discretion agrees.
- 4.2 **Use of imported Equipment for Launch Activities only:** RLNZ will ensure that except for activities that may lawfully be carried out by New Zealand regulatory agencies for the purposes of fulfilling their statutory functions under New Zealand law, no N.Z. Representative takes possession of any equipment or technology imported by RLNZ for Launch Activities unless otherwise specified by the Government following agreement between the Government and the government of the exporting country.
- 4.3 **Equipment imported to be used for Launch Activities only:** RLNZ will take all necessary measures to ensure that projects related to Launch Activities or items imported for use in such projects are not used for other purposes except as may be agreed between the Government and the government of the exporting country.

#### 5. Protective Security Plan

- 5.1 **Preparation of Protective Security Plan:** RLNZ will appoint and maintain the appointment of a security officer who, at the time the first Payload contract with a third party is entered into must have carried out a threat analysis and undertaken a protective security assessment. Immediately thereafter the security officer will prepare a Protective Security Plan incorporating such matters as may be required by the New Zealand Intelligence Community. The Protective Security Plan should be consistent with the Government's Protective Security Requirements ([www.protectivesecurity.govt.nz](http://www.protectivesecurity.govt.nz)).
- 5.2 **Annual Review of Protective Security Plan:** Thereafter RLNZ will annually review the security measures it has in place against the Protective Security Plan and take such action as is required to implement and make any necessary improvements with the Protective Security Plan.
- 5.3 **Rights of inspection:** RLNZ will at all times allow its premises to be inspected by or on behalf of the Government to ensure that RLNZ has appropriate security policies and plans in place as reflected in the Protective Security Plan and that the Protective Security Plan has been implemented and is being complied with.
- 5.4 **Right to Audit compliance with Protective Security Plan:** The Government shall be entitled to audit RLNZ's compliance with the Protective Security Plan. Where the Government conducts such an audit, RLNZ will meet the costs of such audit.

5.5 **Security Incident Reporting:** RLNZ will immediately advise the Government if a security incident which is directly or indirectly associated with any of the activities which are the subject of this Agreement occurs.

## 6. Matters relating to the TSA

**Provisions to enable requirements in the TSA to be met:** Under the provisions of the TSA, the Government and the US Government are required to ensure that persons under their respective jurisdictions adhere to the procedures set out in the TSA. In furtherance of these requirements RLNZ and RLUS will comply with the provisions in the first schedule, Requirements to be met for the TSA between New Zealand and the United States of America.

## 7. Third Party Contract Requirements to reflect the TSA

7.1 **Existing Third Party contracts:** RLNZ will ensure that all existing contracts relating to Launch Activities between RLNZ and any other party will be amended to reflect the requirements of this Agreement.

7.2 **New Third Party contracts:** RLNZ will not enter into any new contract with a third party in relation to Launch Activities unless such contract contains provisions which enable RLNZ to comply with its obligations under this Agreement.

7.3 **Contracts with Third Parties to require all authorities held:** Without limiting the provisions of clauses 7.1 and 7.2 RLNZ will ensure that all existing and new contracts with third parties in relation to Launch Activities will contain provisions which require customers to hold all authorities and registrations required by the laws and regulations of such customers' jurisdiction, including without limitation, registration under the ITU as well as all disposal plans, insurances and other requirements of whatever nature that such jurisdiction's laws and regulations and the ITU may require.

7.4 **Amendment to Third Party contracts where additional obligations on Government:** RLNZ agrees to amend this Agreement and any other third party agreements it has entered into or which it subsequently enters into relating to Launch Activities, if the Government becomes subject to additional obligations under further agreements, treaties or conventions so as to enable the Government to comply with such obligations.

7.5 **New Third Party contracts where additional obligations on Government:** RLNZ will not enter into any new contract with a third party in relation to Launch Activities unless such contract contains provisions which enable RLNZ to comply with additional obligations imposed on it under further agreements, treaties or conventions so as to enable the Government to comply with such obligations.

7.6 **Access to all RLNZ sites:** RLNZ will ensure that all third party contracts it enters into for the purposes of Launch Activities provide the Government access rights reflected in this Agreement in addition to those rights under New Zealand law to

enable the Government to carry out its obligations under the TSA.

## 8. Information Requirements

### 8.1 RLNZ to provide Launch and Payload Details:

- (a) If RLNZ or RLUS enter into arrangements to undertake a Launch, RLNZ will immediately notify the Government of the proposed Launch and the known details of such Launch including, where known, the proposed Launch Details and the proposed Payload Details.
- (b) Notwithstanding the provision of information under clause 8.1(a) at least 30 business days prior to any Launch being undertaken RLNZ will provide the Government with the Launch Details and the Payload Details in respect of that Launch.
- (c) If a Launch is not, or is not proposed to be, undertaken on the date set out in the Launch Details, RLNZ will immediately amend the notice previously given to provide the new date of the proposed Launch.

**8.2 RLNZ to provide information post Launch:** Following a Launch by RLNZ or RLUS RLNZ will provide the Government with any and all information it or RLUS is required to, or does provide to the U.S. Federal Aviation Authority and such other information as the Government may reasonably require including, without limitation, information if a Payload changes control, there is a change of status in operation of a Payload or a change in orbital position.

**8.3 RLNZ to provide further information:** RLNZ acknowledges that the Government has or may in future have obligations to provide information to third party governments and other national bodies pursuant to the TSA, and other international agreements or arrangements and RLNZ agrees to provide the Government with all information, data and records as may be required to be provided or it is desirable for such information to be provided by the Government as a result of such agreements or arrangements.

**8.4 No derogation from regulatory requirements:** Nothing in this clause restricts limits or derogates from the requirements to provide information under any space activities regulatory regime the Government may implement.

## 9. Prohibition on assignment

**9.1 Agreement personal and not assignable by RLNZ:** RLNZ and RLUS have no right to transfer or assign or purport to transfer or assign this Agreement nor subcontract the performance of any of its obligations under it.

**9.2 Change of Control a deemed assignment:** A Change of Control that occurs in RLNZ is deemed to be an assignment in breach of clause 9.

## 10. Liability and Remedies

10.1 **Damages not an adequate remedy:** RLNZ and RLUS acknowledge that damages will not be an adequate remedy for the Government in the event of breach of this Agreement. Accordingly, RLNZ and RLUS acknowledge and agree that equitable remedies of specific performance and injunction are appropriate remedies.

10.2 **Affirmative remedy to be sought by RLNZ:** If Spacecraft Technology has been taken or used other than in accordance with this Agreement RLNZ will immediately upon becoming aware of this apply for orders from a court of competent jurisdiction to prevent the use and secure the return of that which has been taken or used.

10.3 **Government step-in rights:** If RLNZ does not take such action within the nominated period of time Government may, in RLNZ's name, initiate such proceedings and RLNZ will co-operate in all respects with such proceedings. RLNZ grants the Government a power of attorney for the sole purpose of exercising these rights but for no other purpose.

10.4 **Support to Government in proceedings:** If the Government is at any time required to defend any legal actions taken against it under International Space Treaties or the TSA in relation to matters which are the subject of this Agreement, RLNZ will provide all reasonable assistance and/or information and provide the Government with all such support it is able to give in relation to any such actions.

## 11. Minor Breaches

11.1 **Minor breaches by RLNZ:** If RLNZ or RLUS breaches this Agreement, and the Government considers such breach is of a minor or non-material nature and is capable of being remedied in a short period of time and/or without undue difficulty (Minor Breach), the Government may, but shall not be bound to, issue a notice requiring that Minor Breach to be remedied (Minor Breach Remedy Notice).

11.2 **Content of a Minor Breach Remedy Notice:** A Minor Breach Remedy Notice must set out the nature of the breach and the time in which the Minor Breach is to be remedied. The time allowed for remedy of the Minor Breach will not be less than 2 business days, or more than 5 business days.

11.3 **Failure to remedy:** If the Minor Breach is not remedied within the time set out in the Minor Breach Remedy Notice the Minor Breach will cease to be a Minor Breach for the purposes of this clause and the provisions of clause 12 will apply.

11.4 **Multiple Minor Breach Remedy Notices:** If, in any 12month period, the Government has issued 5 or more Minor Breach Remedy Notices, regardless of whether the Minor Breaches have been remedied the Government may

determine and give notice to RLNZ that the provisions of this clause 11 will no longer apply in respect of any subsequent breach which would be a Minor Breach under the provisions of this clause.

## 12. Termination

12.1 **Termination for breach:** A party may terminate this Agreement if a party is in breach of any of its obligations under this Agreement other than a breach which is and remains a Minor Breach:

- (a) **Breach capable of remedy:** If the breach is capable of remedy, the party not in breach may give the party in breach notice requiring the breach to be remedied with 5 business days. If the party in breach has not remedied the breach within that time, or such extended time agreed to by the party not in breach, the party not in breach may terminate this Agreement by notice in writing;
- (b) **If the breach is not capable of being remedied:** The party not in breach may give written notice of immediate termination to the party in breach.

12.2 **Termination by Government:** The Government may, by notice in writing terminate this Agreement at any time if:

- (a) RLNZ or RLUS has a receiver, manager (including statutory manager) admin or similar person appointed in respect of the whole or any substantial part of its property or assets or any security over any assets is exercised or becomes exercisable; or
- (b) RLNZ or RLUS passes a resolution, or any proceedings are commenced for the liquidation of RLNZ; or
- (c) RLNZ or RLUS makes an assignment for the benefit of, or enters into or makes an agreement or composition with its creditors or it proposes a reorganisation, amalgamation, moratorium or other form of administration in relation to its creditors or any debts or obligations; or
- (d) RLNZ or RLUS is removed from the register of companies, or the U.S. equivalent to the register of companies; or
- (e) RLNZ's U.S. license or any other licence, approval, authorisation or consent required under the laws and policies of the United States of America is suspended, terminated or revoked; or
- (f) the TSA is terminated; or
- (g) RLNZ or RLUS purports to assign its interest in this Agreement, including, for the avoidance of doubt a deemed assignment by virtue of a Change of Control of RLNZ without the prior written consent of the Government; or
- (h) the Government reasonably considers the safety of persons involved in Launch

Activities or other persons in New Zealand face risks to their safety which cannot be reasonably managed; or

- (i) the Government considers that Launch Activities may raise a significant actual or potential risk to New Zealand's national security or other national interests; or
- (j) RLNZ or RLUS undertakes any activities which result in or the Government reasonably considers will result in it being in breach of any of its obligations under the TSA or any other agreements, treaties or conventions; or
- (k) RLNZ or RLUS gives or provides any information, representation or statement to the Government that is misleading or inaccurate in any material respect; or
- (l) the Government introduces a regulatory regime in respect of space activities.

12.3 **Notification of Breach:** RLNZ will immediately notify the Government if it breaches any provision in this Agreement.

### 13. Effect of termination

If this Agreement is terminated, RLNZ and RLUS are no longer permitted to undertake Launch Activities in New Zealand unless either is otherwise permitted under any regulatory regime applicable to space activities. All other provisions of this Agreement will continue to bind RLNZ and RLUS.

### 14. New Space Activities Regulatory Regime

14.1 **New Regulatory Regime:** RLNZ and RLUS acknowledge that any regulatory regime the Government implements in respect of space activities may include provisions relating to the granting of licenses and permits, prevention of contamination of outer space, adverse effects on the environment of earth, avoidance of interference with the activities of others in outer space, avoidance of breach of New Zealand's international obligations, preservation of national interests and/or security including, but not limited to, information requirements and site inspections for this purpose, ensuring the safety and security of Launch Facilities and related areas and Launch Activities and disposal of Payloads in space.

14.2 **No restriction:** Nothing in this Agreement will be construed or interpreted as restricting or otherwise affecting the unfettered discretion of the Government to:

- (a) make, amend or repeal laws (including to confer any executive or statutory powers or functions on any person); or
- (b) exercise any of its executive or statutory powers or functions under any laws; or
- (c) require the Government to:
  - (i) interfere with or influence the exercise of any statutory power or discretion



by any person, including the Government;

(ii) develop or implement policy or laws or

(iii) exercise a power or discretion.

**14.3 Exercise of power not a breach:** The exercise by the Government of any sovereign, executive or statutory powers or functions of the kind and in the manner referred to in clause 14.2 will not be construed or interpreted as a breach of this Agreement by the Government.

**14.4 Obligation to meet to engage on proposed space activities regulatory regime:** It is the intention of the Government that this Agreement and compliance with it by RLNZ and RLUS will enable RLNZ to be immediately able to satisfy and comply with the requirements of any such regulatory regime and be issued with any licenses and permits required for Launch Activities. Accordingly, the Government agrees that it will engage with RLNZ on the nature of the regulatory regime requirements prior to the introduction of such regime so as to provide a reasonable opportunity to RLNZ to take such action as will enable it, on an uninterrupted basis, to satisfy and comply with that regulatory regime which in turn will enable the proposed Launch Activities of RLNZ to proceed on an uninterrupted basis.

## **15. Indemnity and Insurance**

**15.1 Insurance to be taken by RLNZ and RLUS:** RLNZ and RLUS will take out and maintain insurance under and in accordance with the Commercial Space Act (1984) (US). RLNZ and RLUS will provide to the Government copies of the insurance taken out in accordance with this clause 15.1.

**15.2 Government to be co-insured:** RLNZ and RLUS will both ensure that the Government is a co-insured in respect of such insurance on terms no less favourable than the US Government, and in addition that the benefit of any indemnity provided under the Commercial Space Act (1984) (US) is passed to and received by the Government.

## **16. Guarantee**

**16.1 RLUS to guarantee performance by RLNZ:** In addition to its acknowledgements and agreements set out elsewhere in this Agreement and in further consideration of the Government agreeing to enter into this Agreement, RLUS unconditionally and irrevocably:

- (a) guarantees by way of continuing obligation to the Government as primary obligor, and not merely as surety, the due performance by RLNZ of all of its obligations under this Agreement; and
- (b) indemnifies the Government against any loss or damage which it may suffer as a

direct or indirect result of the breach by RLNZ of any of its obligations under this Agreement.

16.2 **No discharge:** RLUS will not be discharged nor will its obligations as guarantor be affected by any matter or thing which, but for this clause might have discharged RLUS or affected its obligations including:

- (a) **Grant of concession:** The giving of hire, credit or other indulgence or concession;
- (b) **Exercise of powers:** Anything done or omitted to be done by the Government in the exercise or the non-exercise of its rights and powers;
- (c) **Variation of Agreement:** Any variation to the terms of this Agreement (whether or not this might increase the liability of RLUS);
- (d) **Legal incompetence:** RLNZ or RLUS being incompetent to enter into this Agreement or failing to be bound in whole or in part by it;
- (e) **Release:** Any release, discharge, compromise or other arrangement with RLNZ;
- (f) **Other Agreement:** Any other security or agreement not having been provided

it being the intention of the parties that the guarantee obligations of RLUS are to be absolute and unconditional in all circumstances.

## 17. Miscellaneous

17.1 **Review:** The parties agree that they will hold a meeting every quarter during the term of this Agreement to evaluate whether further matters are required to be dealt with under it or whether other changes are required.

17.2 **Amendment:** no oral or written amendment to this Agreement has any force or effect unless and until such variation is in writing and signed by both parties.

17.3 **No benefit to non-parties:** The parties do not intend this Agreement to confer any rights or benefits on non-parties, and no non-party will take or receive any benefit or be able to enforce any provision in this Agreement.

17.4 **Waiver:** Any delay, failure, or forbearance by a party to exercise (in whole or in part) any right, power, or remedy under or arising out of this Agreement does not operate as a waiver of such right, power, or remedy. A waiver of any breach of any clause of this Agreement will not be effective unless that waiver is in writing and signed by the party against whom that waiver is claimed. A waiver of any breach will not be, or deemed to be, a waiver of any other or subsequent breach.

17.5 **Costs:** Each party will bear its own costs in relation to the preparation, negotiation, and completion of this Agreement;

17.6 **Governing law:** This Agreement is governed by and will be construed in accordance with the laws of New Zealand. The parties hereby irrevocably submit

to the exclusive jurisdiction of the New Zealand courts.

**17.7 Notices:** unless otherwise stated in this Agreement, as the method of communication:

- (a) each notice or other communication under this Agreement is to be made in writing and may be sent by post or email;
- (b) must be sent to the person and address specified in the second schedule. Such persons and addresses will be deemed to be correct until written notice is given of any change.
- (c) A notice or communication will be deemed to be received:
  - (i) by post on the second business day after posting;
  - (ii) by email, when accessible by the recipient.

**17.8 Execution as a deed:** This Agreement is executed, and shall be construed, as a deed notwithstanding the references to Agreement.

**17.9 Delivery of Notices:** For the purposes of section 9 of the Property Law Act 2007, without limiting any other mode of delivery, this Agreement will be delivered by each party to be bound by it immediately upon the earlier of:

- (a) physical delivery of an original form of this Agreement executed by that party; or
- (b) transmission (whether by facsimile or email) of a copy of this Agreement executed by that party,

to the other party or to that party's solicitor.

### **Executed as a deed**

**Signed and delivered by Her Majesty  
the Queen in Right of New Zealand  
acting by and through the Minister  
for Economic Development**

Witnessed by:

Name: Peter Crabtree

Address: 15 Stout Street, Wellington

Occupation: General Manager

Signed and delivered by Rocket Lab Limited by:

-----

Peter Beck  
Director

Witnessed by:

Name: Peter Crabtree  
Address: 15 Stout Street, Wellington  
Occupation: General Manager

Signed and delivered by Rocket Lab USA Inc. by:

-----

Peter Beck  
Director

Witnessed by:

Name: Peter Crabtree  
Address: 15 Stout Street, Wellington  
Occupation: General Manager

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## First Schedule

### Requirements to be met under the TSA between New Zealand and the United States of America

#### 1. Control of U.S. Launch Vehicles and Spacecraft Technology

- 1.1 **Retention of Control:** RLNZ will at all times ensure U.S. Participants retain control of U.S. Launch Vehicles and U.S. Spacecraft Related Equipment and Technical Data unless otherwise authorised by the U.S. Government. To this end, RLNZ will establish Segregated Areas.
- 1.2 **No unescorted or unmonitored access:** Except as authorised by a US Licensee or by the US Government, RLNZ will have no, and will ensure that no NZ Representative has, unescorted or unmonitored access physically, technologically or otherwise to Spacecraft Technology or any Segregated Area.
- 1.3 **Approval of those seeking access:** RLNZ will ensure that except as otherwise authorised by the Government following approval by the U.S. Government, only persons authorised by the Government (following approval by the U.S. Government) control access to Spacecraft Technology and Segregated Areas.
- 1.4 **Compliance with Technology Transfer Control Plans:** RLNZ will and will ensure that all N.Z. Representatives will at all times comply with all matters required to be complied by it and them under any Technology Transfer Control Plan and will ensure that all employees, contractors and suppliers and any other person it permits to have access to Spacecraft Technology comply with all matters required to be complied with by them under any Technology Transfer Control Plan. RLNZ acknowledge that in the event of a conflict between the Technology Transfer Control Plan and the TSA, the TSA will prevail.

#### 2. Disclosure and use of certain information and items

- 2.1 **Prohibition on retransfer:** RLNZ will not and will ensure that no N.Z. Representative re-transfers any Spacecraft Technology without the prior written approval of the U.S. Government nor uses Spacecraft Technology other than for the purposes specified in the US License information and/or U.S Government re-transfer authorisation provided by U.S. Licensees to the N.Z. Licensees except where re-transfer of Space Technology is temporary and is for the purposes of activities that may lawfully be carried out by New Zealand regulatory agencies for the purposes of fulfilling their statutory functions under New Zealand law.
- 2.2 **Provision of information:** RLNZ will provide the Government with all information relating to a re-transfer authorisation granted by the U.S. Government including information on the controlled nature of items transferred pursuant to such an authorisation.

### 3. Access Controls

- 3.1 **Monitoring:** RLNZ will permit and facilitate the Government full access to enable oversight and monitoring of all Launch Activities by both the Government and U.S. Government officials, or for any other lawful purpose.
- 3.2 **Access to segregated areas:** RLNZ will ensure that only persons authorised by the US Government shall, on a 24-hour basis, control access to U.S. Launch Vehicles, U.S. Spacecraft, Related Equipment, Technical Data and the Segregated Areas throughout equipment or component transportation, construction, installation, mating, de-mating, test and check out, launch preparations, U.S. Launch Vehicle, U.S. Spacecraft launch and return of Related Equipment and Technical Data to the United States of America or other location approved by the Government. If it appears that RLNZ's operations may create a conflict between the access controls and observation set out in this clause it will immediately notify the Government so that the Government is able to agree with the U.S. Government other measures to be taken which will safeguard Spacecraft Technology.
- 3.3 **Unimpeded access:** RLNZ will provide the Government and officials from the U.S. Government who are in New Zealand in connection with Launch Activities with unimpeded access to inspect U.S. Launch Vehicles, U.S. Spacecraft and Related Equipment in Segregated Areas and to check the Technical Data that is provided by the U.S. Licensees to the NZ Representatives.
- 3.4 **Rights to inspect and monitor:** RLNZ will ensure that the U.S. Government including U.S. Licensees, have access to Segregated Areas and any other areas set out in the Technology Transfer Control Plan where Spacecraft Technology is located to inspect and monitor the activities being undertaken in such areas.
- 3.5 **Issue and Display of identification:** RLNZ will issue to N.Z. Representatives on behalf of the Government the identification badges required under the TSA, and will ensure that NZ Representatives visibly display such identification badges when performing actions associated with Launch Activities.
- 3.6 **Access to Segregated Areas:** RLNZ will ensure that access to any Segregated Areas controlled by the US Government is restricted to personnel displaying badges issued only by the U.S. Government or U.S. Licensees if authorised by the U.S. Government. RLNZ will include a provision in its contracts with employees and third parties, including but not limited to, employment contracts and any supplier contracts requiring them to comply with these badge requirements and to require that such persons may only enter such areas when accompanied by a monitor.
- 3.7 **Access to non-segregated areas:** RLNZ will ensure that no person has access to areas, facilities and premises of the NZ Launch Range that are not within the Segregated Areas unless that person visibly displays the identification badge issued under clause 3.5, and the information on that badge authorises that

access.

#### 4. Processing Procedures: Transportation

- 4.1 **Preapproved transportation:** RLNZ will not arrange for transportation of Spacecraft Technology to or from New Zealand unless such transportation has been authorised by the US Government. The U.S. Government may require transportation to be monitored by monitors authorised by it.
- 4.2 **Packing Requirements:** RLNZ will ensure that any Spacecraft Technology transported to or from New Zealand packed by RLNZ is packed in appropriately sealed containers with tamper-evidence devices incorporated into the seals.

#### 5. Preparations at Launch Facilities

- 5.1 **Unloading:** RLNZ will ensure that N.Z. Representatives may only participate in unloading vehicles transporting Spacecraft Technology and delivery of sealed containers to Segregated Areas and to the U.S. Launch Vehicle and U.S. Spacecraft preparation areas if they are supervised and escorted by persons authorised by U.S. Participants.
- 5.2 **Access to Segregated Areas:** RLNZ will not access, and will ensure that no N.Z. Representatives access Segregated Areas while U.S. Launch Vehicles, U.S. Spacecraft and/or Related Equipment are being assembled, installed, tested, prepared and/or integrated unless they are escorted at all times by U. S. Participants or are specially authorised by the U.S. Government.
- 5.3 **Addition of propellant and testing:** RLNZ will allow only U.S. Participants to add propellant to, and test, U.S. Launch Vehicles and U.S. Spacecraft unless N.Z. Representatives are specifically authorised by the U.S. Government to do so.
- 5.4 **Accompanying U.S. Launch Vehicles and U.S. Spacecraft:** RLNZ will ensure that Spacecraft Technology is accompanied by U.S. Participants during and after the integration of U.S. Spacecraft, N.Z. Spacecraft or Foreign Spacecraft and U.S. Launch Vehicles and while U.S. Launch Vehicles and/or U.S. Spacecraft, N.Z. Spacecraft, or Foreign Spacecraft attached to U.S. Launch Vehicles are being transferred to launch pads.

#### 6. Post Launch Procedures

- 6.1 **RLNZ not to dismantle Equipment:** As U.S. Participants only are permitted to dismantle Related Equipment, RLNZ will not dismantle and will ensure that no other N.Z. Representative dismantles or takes possession of Related Equipment other than persons in the course of and for the purposes of an investigation lawfully carried out under New Zealand law and RLNZ will ensure that dismantled Related Equipment and Technical Data is returned to locations and aboard vehicles approved by the Government and shall ensure that the transportation of such equipment and data is monitored and accompanied by officials of the U.S.

Government.

- 6.2 **Destruction of equipment:** RLNZ must destroy any Related Equipment and other items not returned in accordance with clause 6.1 which remain in New Zealand which is no longer associated with Launch Activities in a manner approved by the U.S. Government.

## 7. Launch Delay, Cancellation or Failure

- 7.1 **Monitoring of access to US Launch Vehicles if launch delayed or cancelled:** If a Launch is delayed, RLNZ will ensure that:

- (a) Access to Spacecraft Technology is monitored by U.S. Participants;
- (b) U.S. Participants are present if U.S. Spacecraft are exposed or are removed from U.S. Launch Vehicles after they have been mated to a U.S. Launch Vehicle;
- (c) U.S. Launch Vehicles and U.S. Spacecraft are monitored and accompanied by U.S. Participants from the launch pad, throughout the transport route to the U.S. Launch Vehicle and/or U.S. Spacecraft preparation area, where if needed repairs are undertaken and re-mating is awaited.

- 7.2 **Monitoring and accompaniment obligations if launch cancelled:** If a Launch is cancelled, the provisions of clause 7.1 will apply and in addition where the U.S. Launch Vehicle or a U.S. Spacecraft is to be returned to the United States of America or other location approved by the U.S. Government, RLNZ will ensure that all loading of such Spacecraft Technology onto a vehicle will be monitored by U.S. Participants and that the transportation vehicle is approved by the U.S. Government.

- 7.3 **Search for and recovery of US Launch Vehicle if launch fails:** If a Launch has failed RLNZ will ensure that U.S. Participants are able to assist in the search for and recovery of any U.S. Launch Vehicle, U.S. Spacecraft or Related Equipment and/or components or debris and allow the Government to take control of the area in which search and recovery actions are to be undertaken.

- 7.4 **Agreement on a debris recovery site:** RLNZ acknowledges and agrees that the Government may designate an area as a debris recovery site, in respect of which RLNZ will be consulted and must co-operate, at which recovered items will be stored. Any designated debris recovery site will be controlled in a manner set out in this clause 7 of this Schedule.

- 7.5 **No studying of debris:** Except where photographs are required to be taken or study of the recovered components or debris is undertaken by New Zealand regulatory agencies for the purposes of fulfilling their statutory functions under New Zealand law, RLNZ will ensure that U.S. Launch Vehicle or a U.S. Spacecraft, Related Equipment and/or components or debris are not studied or photographed and are immediately returned to U.S. Participants.



**8. Suspension or termination or revocation of U.S License:**

If this Agreement is terminated because the U.S. License or any other licence, approval, authorisation or consent required under the laws and policies of the United States of America is suspended terminated or revoked, RLNZ and RLUS will use all reasonable endeavours to facilitate the expeditious return to the United States of America, or other location approved by the U.S. Government, Spacecraft Technology that was brought into New Zealand.

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**Second Schedule**

For the Government: General Manager, Science, Innovation & International Branch.  
PO Box 1473, Wellington 6140  
[Notices.NZSpaceAgency@mbie.govt.nz](mailto:Notices.NZSpaceAgency@mbie.govt.nz)

For RLNZ: CEO Rocket Lab  
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s 9(2)(a)

For RLUS: CEO Rocket Lab  
14520 Delta Lane  
Huntington Beach,  
Los Angeles,  
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