

Arrangement
between
the Government of New Zealand
and
the Government of the United States of America
relating to
the 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

The Government of New Zealand and the Government of the United States of America (“the Participants”) have reached the following understandings regarding the 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, signed at Washington on 16 June 2016 (“the Technology Safeguards Agreement”):

Paragraph 1: General Provisions

1. The objective of this Arrangement is to set out the way in which New Zealand’s law enforcement and regulatory agencies intend to collaborate with the United States of America’s agencies in support of the purpose of the Technology Safeguards Agreement, and to ensure safety and the maintenance of the law in relation to Launch Activities in New Zealand. Terms used herein are intended to have

the same meaning as they do in the Technology Safeguards Agreement.

2. For the purposes of this Arrangement, New Zealand's law enforcement and regulatory agencies are:
 - a. New Zealand Police ("Police"). The statutory functions of the Police include keeping the peace, maintaining public safety, crime prevention, law enforcement and accident investigation;
 - b. Worksafe NZ ("Worksafe"). Worksafe is New Zealand's primary health and safety regulator. It is required to assess compliance with the Health and Safety at Work Act 2015, the Electricity Act 1992, and the Hazardous Substances and New Organisms Act 1996;
 - c. The New Zealand Customs Service and the Ministry for Primary Industries ("Border Agencies"). The New Zealand Customs Service is responsible for ensuring the security of New Zealand's borders and the Ministry for Primary Industries is responsible for protecting against biosecurity risks. Their statutory functions include protecting New Zealand's borders against entry of prohibited items, protecting against biosecurity risks, and protecting the revenue;
 - d. The Civil Aviation Authority, Maritime New Zealand, the Transport Accident Investigation Commission and the Coroner ("the Accident Investigation Authorities"). In the event of an accident, it could be investigated by any one or more of these agencies; and

- e. The New Zealand Fire Service, the ambulance service, and power companies in the event of a power failure (“Emergency Services”). The Fire Service’s statutory functions include, in the event of any alarm or fire, to go to the place and extinguish the fire to save lives and property in danger and to attend to other emergencies.
3. New Zealand’s law enforcement and regulatory agencies intend to act in cooperation and consultation with the United States of America’s agencies.
4. Each New Zealand law enforcement and regulatory agency intends to appoint a liaison officer with whom the Government of the United States of America can discuss issues of mutual concern.
5. The Government of the United States of America intends to appoint a liaison officer who New Zealand’s law enforcement and regulatory agencies can contact if they become aware of any activities that might impact on the Technology Safeguards Agreement.

Paragraph 2: Custody of Equipment

1. For the purposes of Article III, subparagraph 2.c of the Technology Safeguards Agreement, the Police may, if necessary for the purposes of fulfilling their statutory functions, take equipment or technology being imported to support Launch Activities into secure custody where required for the purposes of an investigation, prosecution, or responding to emergency situations in accordance with the requirements of New Zealand law. If the need to take custody of equipment or technology arises, the Police intend to consult in advance wherever possible with the Government of the United States of America, unless it is an emergency situation, and intend to take all practicable steps to safeguard the equipment or

technology from unauthorized disclosure, consistent with this Arrangement, pending its return to the Government of the United States of America, as soon as possible.

2. For the purposes of Article III, subparagraph 2.c of the Technology Safeguards Agreement, the Border Agencies may, if necessary for the purposes of fulfilling their statutory functions, take equipment or technology being imported to support Launch Activities into secure custody where required for the purposes of enforcement, an investigation, or prosecution in accordance with the requirements of New Zealand law. If the need to take custody of equipment or technology arises, the Border Agencies intend to consult with the Government of the United States of America in advance, unless it is an emergency situation, and intend to take all practicable steps to safeguard the equipment or technology from unauthorized disclosure, consistent with this Arrangement, pending its return to the Government of the United States of America, as soon as possible.
3. For the purposes of Article III, subparagraph 2.c of the Technology Safeguards Agreement, Worksafe may, if necessary for the purposes of fulfilling their statutory functions, take equipment or technology imported to support Launch Activities into secure custody where required for the purposes of ensuring workplace safety, an investigation, or prosecution in accordance with the requirements of New Zealand law. If the need to take custody of equipment or technology arises, Worksafe intends to consult with the Government of the United States of America in advance, unless it is an emergency situation, and intends to take all practicable steps to safeguard the equipment or technology from unauthorized disclosure consistent with this Arrangement pending its return to the Government of the United States of America, as soon as possible.

4. New Zealand's law enforcement and regulatory agencies intend to engage with relevant agencies in the United States of America with a view to further elaborating safeguards for equipment or technology taken into custody under this paragraph, including consideration of whether equipment could be secured by United States officials, with appropriate access for New Zealand officials, or where this is not possible, with appropriate access for United States officials when secured by New Zealand officials.

Paragraph 3: Disclosure and Use of Information and Items

1. For the purposes of Article V, paragraph 1 of the Technology Safeguards Agreement and consistent with applicable laws and regulations of the United States of America, U.S. Participants may provide to Worksafe and the Accident Investigation Authorities any information that is necessary for the purposes of ensuring workplace safety, an investigation or prosecution. Worksafe and the Accident Investigation Authorities intend to ensure that any information so supplied is only used for the purposes for which it is provided and, subject to the requirements of Article V, paragraph 4 of the Technology Safeguards Agreement where applicable, take all practicable steps to protect the confidentiality and integrity of such information. Where possible, Worksafe intends to obtain reports about the safety of the equipment from U.S. Participants rather than seeking direct information about the technology.
2. For the avoidance of doubt, nothing in Article V, paragraph 2 of the Technology Safeguards Agreement restricts the temporary custody of any U.S. Launch Vehicles, U.S. Spacecraft, Related Equipment, or Technical Data by New Zealand's law enforcement and regulatory agencies for the purposes of performing their statutory functions provided that the regulatory agencies take all practicable

steps to protect the confidentiality and integrity of any such items consistent with the Technology Safeguards Agreement and this Arrangement.

Paragraph 4: Access Controls

1. For the purposes of Article VI, paragraph 2 of the Technology Safeguards Agreement, the Participants mutually determine that access by the Police should be facilitated for the purposes of fulfilling their statutory functions. The Police intend to take all practicable steps to protect U.S. Launch Vehicles, U.S. Spacecraft, Related Equipment, components or debris thereof, and/or Technical Data (collectively “U.S. Technology”) from unauthorized disclosure in accordance with the following procedures:
 - a. The Police intend to ensure that any Police officers who have access to the segregated areas referred to in Article IV, paragraph 3 have been appropriately briefed on the requirements to protect U.S. Technology;
 - b. Unless exigent circumstances arise, U.S. Participants are expected to be present during the period of Police access and are expected to provide guidance to ensure the protection of U.S. Technology;
 - c. If U.S. Technology needs to be photographed or seized for the purposes of an investigation or prosecution, the Police are expected to do so only to the extent necessary, to minimise the exposure of U.S. Technology, and to take all practical steps to ensure that the photographs or U.S. Technology are securely stored and access strictly controlled in order to preserve the integrity and confidentiality of the material. The Police further intend, wherever possible, to

provide the Government of the United States of America with copies of the photographs, descriptions of the seized U.S. Technology, and information about the methods of storage and access control;

- d. At the conclusion of any court proceedings the Police intend to take all practical steps to ensure that any photographs or U.S. Technology seized are returned as directed by the Government of the United States of America, destroyed if not directed to be returned by the Government of the United States of America, or, if such photographs or U.S. Technology are required to be maintained under the Public Records Act 2005, intend to take all practicable steps to protect the U.S. Technology and photographs against unauthorized disclosure; and
- e. Within the framework of the Technology Safeguards Agreement and New Zealand law, the Police intend to protect any U.S. Technology seized, photographs of U.S. Technology, or information about such U.S. Technology consistent with subparagraph 1.c of this paragraph. In the event of any request for release into the public domain of such U.S. Technology, photographs, or information, the Police intend, subject to their legal obligations, including under the Official Information Act 1982, to utilise applicable legal grounds that allow information to be withheld from public release and intend to consult with the Government of the United States of America in this process.

- 2. For the purposes of Article VI, paragraph 2 of the Technology Safeguards Agreement, the Participants further mutually determine that access should be facilitated for Worksafe and the Accident

Investigation Authorities for the purposes of fulfilling their statutory functions. Worksafe and the Accident Investigation Authorities intend to take all practicable steps to protect U.S. Technology from unauthorized disclosure, in accordance with the following procedures:

- a. Worksafe and the Accident Investigation Authorities intend to ensure that any staff that have access to the segregated areas referred to in Article IV, paragraph 3 have been appropriately briefed on the requirements to protect U.S. Technology;
- b. Unless exigent circumstances arise, U.S. Participants are expected to be present during the period of Worksafe's and the Accident Investigation Authorities' access and are expected to provide guidance to ensure the protection of U.S. Technology;
- c. If U.S. Technology needs to be photographed or seized for the purposes of ensuring workplace safety, an investigation or prosecution, Worksafe and the Accident Investigation Authorities are expected to do so only to the extent necessary, to minimise the exposure of U.S. Technology, and to take all practicable steps to ensure that the photographs or U.S. Technology are securely stored and access strictly controlled in order to preserve the integrity and confidentiality of the material. Worksafe and the Accident Investigation Authorities further intend, wherever possible, to provide the Government of the United States of America with copies of the photographs, descriptions of the seized U.S. Technology, and information about the methods of storage and access control;

- d. At the conclusion of any court proceedings, Worksafe and the Accident Investigation Authorities intend to ensure that any photographs or U.S. Technology seized are returned as directed by the Government of the United States of America, destroyed if not directed to be returned by the Government of the United States of America, or, if such photographs or U.S. Technology are required to be maintained under the Public Records Act 2005, intend to take all practicable steps to protect the U.S. Technology and photographs against unauthorized disclosure; and
 - e. Within the framework of the Technology Safeguards Agreement and New Zealand law, Worksafe and the Accident Investigation Authorities intend to protect any U.S. Technology seized, photographs of U.S. Technology, or information about such U.S. Technology consistent with subparagraph 2.c of this paragraph. In the event of any request for release into the public domain of such U.S. Technology, photographs, or information, Worksafe and the Accident Investigation Authorities intend, subject to their legal obligations, including under the Official Information Act 1982, to utilise applicable legal grounds that allow information to be withheld from public release and intend to consult with the Government of the United States of America in this process.
3. For the purposes of Article VI, paragraph 2 of the Technology Safeguards Agreement, the Participants further mutually determine that access should be facilitated for the Border Agencies for the purposes of fulfilling their statutory functions. The Border Agencies intend to take all practicable steps to protect U.S. Technology from

unauthorized disclosure in accordance with the following procedures:

- a. The Border Agencies intend to ensure that any staff that have access to segregated areas referred to in Article IV, paragraph 3 have been appropriately briefed on the requirements to protect U.S. Technology; and
 - b. Unless exigent circumstances arise, U.S. Participants are expected to be present during the period of the Border Agencies' access and are expected to provide guidance to ensure the protection of U.S. Technology.
4. For the purposes of Article VI, paragraph 2 of the Technology Safeguards Agreement, the Participants mutually determine that access by the Emergency Services should be facilitated for the purposes of fulfilling their functions. The Emergency Services intend to take all practicable steps to protect U.S. Technology from unauthorized disclosure in accordance with the following procedures;
- a. The Emergency Services intend to ensure that any persons that have access to the segregated areas referred to in Article IV, paragraph 3 have been appropriately briefed on the requirements to protect U.S. Technology; and
 - b. Unless exigent circumstances arise, U.S. Participants are expected to be present during the period of the Emergency Services' access and are expected to provide guidance to ensure the protection of U.S. Technology.
5. As provided in Article VI, paragraph 4 of the Technology Safeguards Agreement, the U.S. Licensees' control and verification should only be interrupted in exigent circumstances and in

accordance with procedures to ensure the protection of U.S. Technology from unauthorized disclosure, and the Participants mutually determine that such procedures are those as outlined in this paragraph.

Paragraph 5: Border controls

1. For the purposes of Article VII, subparagraph 1.b of the Technology Safeguards Agreement, the Participants mutually determine that sealed containers containing U.S. Launch Vehicles, U.S. Spacecraft, Related Equipment, and/or Technical Data should be opened for inspection by the Border Agencies while in the territory of New Zealand only where this is necessary for Border Agencies to fulfil their statutory functions, as summarized below:
 - a. If the Border Agencies reasonably believe that an inspection is necessary:
 - i. to prevent the entry into New Zealand of prohibited goods;
 - ii. to prevent a biosecurity risk to New Zealand; or
 - iii. to prevent fraud on the revenue.
 - b. In carrying out any inspection under this paragraph, the Border Agencies intend to take all practicable steps to protect U.S. Technology from unauthorized disclosure in accordance with the following procedures:
 - i. with reasonable prior notice to the Government of the United States of America;
 - ii. in the presence of U.S. Participants, unless exigent circumstances arise;

- iii. by means of visual and/or the least intrusive methods to avoid and minimise damage;
- iv. taking into account the necessity of maintaining the physical integrity of sealed containers and their contents, particularly those that are sealed and certified as to the necessary levels of cleanliness for space activity;
- v. so that transportation containers would be opened by a U.S. Participant in the presence of the Border Agencies, unless exigent circumstances arise;
- vi. in a timely fashion and on a priority basis;
- vii. by officials who have been appropriately briefed on the requirements to protect U.S. Technology;
- viii. if U.S. Technology needs to be photographed for the purposes of an investigation or prosecution, the Border Agencies intend to take all practicable steps to ensure that the photographs are securely stored and access strictly controlled in order to preserve the integrity and confidentiality of the material and intend, wherever possible, to provide the U.S. Government with copies of the photographs and inform it of the methods of storage and access control;
- ix. Within the framework of the Technology Safeguards Agreement and New Zealand law, the Border Agencies intend to protect any U.S. Technology seized, photographs of U.S. Technology, or information about such U.S. Technology. In the event of any request for release into the public domain of such U.S. Technology, photographs or information, the Border Agencies intend, subject to their

legal obligations, including under the Official Information Act 1982, to utilise applicable legal grounds that allow information to be withheld from public release and intend to consult with the Government of the United States of America in this process;

- x. if an inspection is carried out under this paragraph without a U.S. Participant being present, the Border Agency that carries out the inspection intends to notify the Government of the United States of America that it has done so, provide a briefing, and nominate a staff member with whom the Government of the United States of America can discuss any concerns; and
- xi. the Border Agencies intend to provide advice, including guidelines and measures, which could be implemented by U.S. Participants prior to export to New Zealand to manage biosecurity risks.

Paragraph 6: Launch Failure

1. For the purposes of Article VIII, paragraph 3 of the Technology Safeguards Agreement, the Participants further mutually determine that the Accident Investigation Authorities and Worksafe should study and photograph U.S. Technology or retain U.S. Technology only where this is necessary to fulfil their statutory functions for the purposes of investigations or prosecutions or where U.S. Technology needs to be seized as evidence for such proceedings. The Accident Investigation Authorities and Worksafe intend to take all practicable steps to protect U.S. Technology from unauthorized disclosure in accordance with the following procedures:

- a. If U.S. Technology needs to be photographed or seized for the purposes of investigations or prosecutions the Accident Investigation Authorities and Worksafe intend to ensure that they do so only to the extent necessary, minimise the exposure of U.S. Technology, and take all practicable steps to ensure that the photographs or U.S. Technology seized are securely stored and access strictly controlled in order to preserve the integrity and confidentiality of the material. The Accident Investigations Authorities and Worksafe further intend, wherever possible, to provide the Government of the United States of America with copies of the photographs, descriptions of the seized U.S. Technology, and information about the methods of storage and access control;
- b. At the conclusion of any investigations or court proceedings the Accident Investigation Authorities and Worksafe intend to ensure that any photographs or U.S. Technology seized are destroyed or returned to the Government of the United States of America, or are otherwise securely stored, or, if they are required to be maintained under the Public Records Act 2005, that all practicable steps are taken to protect the U.S. Technology and photographs against unauthorized disclosure. The Accident Investigation Authorities and Worksafe further intend to provide the Government of the United States of America with information about any such destruction or maintenance of photographs or seized U.S. Technology; and
- c. Within the framework of the Technology Safeguards Agreement and New Zealand law, the Accident Investigation Authorities and Worksafe intend to protect any U.S. Technology seized, photographs of U.S. Technology seized,

or information about such U.S. Technology. In the event of any request for release into the public domain of such U.S. Technology, photographs or information, the Accident Investigation Authorities and Worksafe intend, subject to their legal obligations, including under the Official Information Act 1982, to utilise applicable legal grounds that allow information to be withheld from public release and intend to consult with the Government of the United States of America in this process.

Paragraph 7: Duration and Revision of This Arrangement

- 1. This Arrangement is to become effective, following signature by the Participants, on the same date as the Technology Safeguards Agreement enters into force.
- 2. This Arrangement is to cease on the same date as the Technology Safeguards Agreement terminates, unless this Arrangement is replaced by a subsequent Arrangement or discontinued earlier by either Participant, which is to give one year’s written notice to the other Participant.
- 3. This Arrangement may be modified by the written consent of the Participants.

For the Government of New Zealand: of For the Government of the United States of America:

Date:

Date:

Place:

Place:
